



Amendment No. 4
to
Contract No. NR180000005
for
Audio Visual and Rigging Services
between
Freeman Decorating Co. DBA Freeman Audio Visual, Inc.
and the
City of Austin

1.0 The City hereby amends the above referenced contract as follows:

- 1.1 0500 – Scope of Work, Section 4. Contractor's Responsibilities, 4.1.1, Contractor's Service and Equipment Rates, and Rental of Equipment for Clients., is deleted in its entirety and replaced with the following:

On an annual basis, the Contractor shall submit to the Department's Contract Manager a price list that contains rates (expressed in daily and weekly amounts) for equipment rentals, labor, and any other rates charged to Clients by the Contractor. The Contractor shall:

- a. No later than October 1st, submit to the Contract Manager the price list that is in effect as of October 1st for the new Accounting Year.
- b. If applicable, all price list(s) revisions used during any specified Accounting Year shall be maintained by the Contractor and shall be provided within 14-calendar days upon request by the Contract Manager or as required if requested by the Auditor.
- c. All price list(s) shall contain the date the rates became effective.

- 1.2 0500 – Scope of Work, Section 8. Accounting and Record Keeping, 8.2.1, is deleted in its entirety and replaced with the following:

Prior to submitting a quote to the Client that has a total discount greater than forty percent (40%) from the applicable price list, the Contractor shall coordinate with the Department's Contract Manager, to obtain written approval from the Director. The Contractor shall submit to the Department's Contract Manager the Client quote with a written explanation for the greater than forty percent (40%) discount and the applicable price list that is in effect at the time of the quote. ACCD reserves the right to review and audit Contractor's invoices to a Client at any time and with no prior notice to Contractor.

- 1.3 0500 – Scope of Work, Section 8. Accounting and Record Keeping, 8.8 Rate Review., is deleted in its entirety and replaced with the following:

No later than August 1st of each calendar year, the Contractor shall submit to the Department's Contract Manager an Annual Rate Review. The Annual Rate Review shall include the source(s) of information and the corresponding dates of this information used to complete the Annual Rate Review. The Annual Rate Review shall compare the Contractor's service and equipment rates to those of competing providers in national and regional convention center facilities (of a similar size and market). ACCD may request

additional information pertaining to the basis for comparison and any other details related to the Annual Rate Review. Contractor shall provide the additional information within 14-calendar days, upon request.

2.0 The total Contract actions are recapped below:

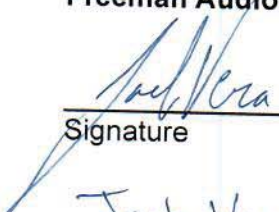
Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 8/29/2018 – 08/28/2023	\$0.00	Revenue Contract
Amendment No. 1: Replace Exhibits I; Scope of Work Updates	\$0.00	Revenue Contract
Amendment No. 2: Replace Section 0500, 8.2.1	\$0.00	Revenue Contract
Amendment No. 3: Add Sections 7.3.1 & 7.4.1	\$0.00	Revenue Contract
Amendment No. 4: Replace/Edit Sections 0500, 4.1.1, 8.2.1 and 8.8	\$0.00	Revenue Contract

3.0 All other terms and conditions remain the same.

4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

By THE SIGNATURES affixed below, Amendment No. 4 is hereby incorporated into and made a part of the above-referenced contract.

**Freeman Decorating Co., dba
Freeman Audio Visual, Inc.**


Signature

Joab Vera
Printed Name of Authorized Person

General Manager
Title

Date: 08/23/2020

City of Austin


Signature

Sydney Ceder

Procurement Specialist III
Printed Name of Authorized Person

Procurement Specialist III
Title

Date: 8/25/2020

Digitally signed by Sydney Ceder
DN: cn=Sydney Ceder, o=City of Austin
Purchasing Office, ou,
email=sydney.ceder@austintexas.gov, c=US
Date: 2020.08.25 14:14:56 -05'00'



Amendment No. 3
of
Contract No. NR180000005
for
Audio Visual and Rigging Services
Between
The City of Austin
and
Freeman Decorating Co. dba Freeman Audio Visual, Inc.

RECITALS

Whereas, the Parties previously entered into an Agreement, effective August 29, 2018, whereby the City receives a commission from Freeman Decorating Co. for the right and privilege of providing Audio Visual Services and Rigging Services to Clients of the Austin Convention Center Department (ACCD); and

Whereas, a coronavirus of unknown cause was detected in Wuhan, China and was first reported to the World Health Organization (WHO) on December 31, 2019. This coronavirus is now known as COVID-19 and is a contagious virus that spreads through person-to-person contact, especially in group settings; and

Whereas, the WHO declared the outbreak of COVID-19 as a Public Health Emergency of International Concern on January 30, 2020; and

Whereas, on March 6, 2020 a local disaster was declared by the City of Austin (City) and Travis County due to COVID-19; and

Whereas, the WHO declared the outbreak a pandemic on March 11, 2020; and

Whereas, on March 13, 2020 Governor Abbott declared a state of disaster in Texas due to COVID-19; and

Whereas, on March 15, 2020 the City Manager of the City of Austin declared that services at City facilities would be modified to reduce the risk of spread of COVID-19; and

Whereas, on March 16, 2020, President Trump acknowledged the COVID-19 pandemic by releasing strict guidelines to limit people's interactions, including that Americans should avoid groups of more than 10 people; and

Whereas, due to the COVID-19 virus, Clients of ACCD and Freeman have cancelled or delayed their events in which Freeman was to provide Services; and

Whereas, on March 30, 2020 the City's Purchasing Office sent Freeman a Notice of Changes to Scope of Services in which a Material Change was identified from the closure of the facility; and

Whereas, for the Accounting Year beginning October 1, 2019, the Minimum Annual Fee has been met;

Now Therefore, the Parties have agreed to amend the Agreement in accordance with this Amendment.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **RECITALS.** The Parties hereto acknowledge and agree that the foregoing recitals are true and correct and are incorporated herein by this reference.
2. **DEFINITIONS.** Capitalized terms used herein without being defined shall have the respective meanings set forth in the Agreement.

AMENDMENTS TO AGREEMENT. Effective as set forth below, the Agreement is amended to allow for a temporary adjustment to the Minimum Annual Fee for the period of October 1, 2020 through September 30, 2021 and to the Percentage Commission Fees for the period of March 1, 2020 through June 30, 2021. These terms could be extended and/or returned to original contractual terms in the Agreement, if and when both parties mutually agree that business and economic conditions have reached sustainable levels.

1.0 The City hereby amends Section 0500 (Scope of Work) of the above referenced contract ("Contract") as follows:

1.1 By the end of the second quarter of FY21 (March 31, 2021), both parties will meet and mutually agree, based on the business and economic conditions of that time, to either extend/modify these terms and/or return to the original contract terms.

1.2 Section 7.3.1 is added as follows:

The Minimum Annual Fee for Accounting Year 2021, beginning October 1, 2020, is reduced to \$150,000.00.

1.3 Section 7.4.1 is added as follows:

Due to Material Change(s) in the Scope of Services, the Percentage Commission Fees shall be adjusted as follows:

Beginning March 1, 2020 through Quarter 1 of Accounting Year 2021 (December 31, 2020):

0% for Audio Visual Services
10% for Rigging Services

Quarter 2 of Accounting Year 2021 (January 1, 2021 – March 31, 2021):

8% for Audio Visual Services
17% for Rigging Services

Quarter 3 of Accounting Year 2021 (April 1, 2021 – June 30, 2021):

10% for Audio Visual Services
17% for Rigging Services

The standard Percentage Commission Fees shall resume beginning Quarter 4 of Accounting Year 2021 (July 1, 2021):

12% for Audio Visual Services
17% for Rigging Services

2.0 The total Contract actions are recapped below:

Term	Change Amount	Total Contract Amount
Basic Term: 8/29/2018 – 08/28/2023	\$0.00	Revenue Contract
Amendment No. 1: Replace Exhibits I; Scope of Work Updates	\$0.00	Revenue Contract
Amendment No. 2: Replace Section 0500, 8.2.1	\$0.00	Revenue Contract
Amendment No. 3: Adjust the Minimum Annual Fee and the Percentage Commission Fees (Sections 7.3 & 7.4.1)	\$0.00	Revenue Contract

3.0 All other terms and conditions remain the same.

4.0 By signing this Amendment, the Contactor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

By THE SIGNATURES affixed below, Amendment No. 3 is hereby incorporated into and made a part of the above-referenced contract.

**Freeman Decorating Co., dba
Freeman Audio Visual, Inc.**



Signature

Joab Vera

Printed Name of Authorized Person

General Manager

Date: July 8, 2020

City of Austin

Cyrenthia Ellis
Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin,
ou=Purchasing Office,
email=Cyrenthia.Ellis@austintexas.gov, c=US
Date: 2020.07.16 15:20:31 -05'00'

Signature/Date

Cyrenthia Ellis

Procurement Manager



Amendment No. 2
of
Contract No. NR180000005
for
Audio Visual and Rigging Services
Between
The City of Austin
and
Freeman Decorating Co. dba Freeman Audio Visual, Inc.

1.0 The City hereby amends the above referenced contract as follows:

1.1 0500 – Scope of Work, Section 8. Accounting and Record Keeping, 8.2 Client Billing, is deleted in its entirety and replaced with the following:

8.2.1 Contractor shall obtain written approval from the Director for all Client discounts greater than forty percent (40%) from published schedule of rates, price quotes for equipment, or services that deviate from approved pricing policies, or quotes which are less than the cost of providing such equipment or services, prior to submitting quotes to Clients. The Contractor shall not subtract from a Client's total invoice any other discounts. This includes the application of such discounts on a line item basis, payment terms, or any other discount in addition to discounts given on Contractor's published schedule of rates. ACCD reserves the right to review and audit Contractor's invoices to a Client at any time and with no prior notice to Contractor.

2.0 The total contract amount is unchanged. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 8/29/2018 – 8/28/2023	\$0.00	Revenue Contract
Amendment No. 1: Replace Exhibit I; Scope of Work updates	\$0.00	Revenue Contract
Amendment No. 2: Replace Section 0500, 8.2.1	\$0.00	Revenue Contract

3.0 All other terms and conditions remain the same.

4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.



By THE SIGNATURES affixed below, Amendment No. 2 is hereby incorporated into and made a part of the above-referenced contract.

**Freeman Decorating Co. dba
Freeman Audio Visual, Inc.**

City of Austin

Joab Vera

Signature

Joab Vera

Printed Name of Authorized Person

General Manager

Title

Date: December 5, 2019

[Signature]

Signature

Matthew Drees

Printed Name of Authorized Person

Procurement Manager

Title

Date: 12-5-19



Amendment No. 1
of
Contract No. NR180000005
for
Audio Visual and Rigging Services
Between
The City of Austin
and
Freeman Decorating Co. dba Freeman Audio Visual, Inc.

1.0 The City hereby amends the above referenced contract as follows:

1.1 Exhibit I is replaced with the attached Exhibit I dated October 17, 2018.

1.2 0400 – Supplemental Purchase Provisions, Section 10. Workforce Security Clearance and Identification (ID), is deleted in its entirety and replaced with the following:

10. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Convention Center Department (ACCD) buildings by the Contractor, all subcontractors and their employees ("Contractor Personnel") will be strictly controlled at all times by the City. Access for Contractor Personnel will be granted by the Department for this purpose. The City reserves the right to deny access to any Contractor Personnel for reasonable cause. The City will make every reasonable effort to notify the Contractor of any such denial.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, immediately upon receipt of notification of denial.
- C. Contractor Personnel will be required to check in at the security desk when entering or leaving the ACCD building. Temporary badges/identification issued to Contractor Personnel by ACCD must be worn and easily seen at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Temporary badges/identification may not be removed from the premises. Only persons granted access by the City will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

1.3 Section 4.1.5 Equipment Inventory., is deleted in its entirety and replaced with the following:

The Contractor shall provide all Equipment and supplies necessary to conduct business for which they are contracted. The Contractor shall submit an Equipment Inventory Report in writing, and electronically, annually no later than August 29th. Contractor shall maintain this inventory at no cost to ACCD and at a minimum shall include, Audio Visual and Rigging Equipment, supplies, and services as listed in Section 0601 of Contractor's proposal. Title to the Equipment shall remain with Contractor. ACCD shall not be held liable, financially or otherwise, for Equipment that is lost, damaged, or stolen. The Contractor shall reconcile the Equipment upon the expiration, or earlier termination, of the Contract to ensure all Contractor Equipment is accounted for.

1.4 Section 4.5.1.b is deleted in its entirety and replaced with the following:

The Rigging Supervisor and his/her Designee shall be certified by the Entertainment Technician Certification Program (ETCP) for Arena Rigging.

1.5 Section 4.5.1.f is deleted in its entirety.

1.6 Section 4.7.1 Marketing Plan. Is deleted in its entirety and replaced with the following:

Marketing Plan. The Contractor shall submit a Marketing Plan within thirty (30) business days of the execution of this Contract and annually thereafter, no later than August 29th of each calendar year. The Marketing Plan shall clearly demonstrate Contractor's methods to secure, and assist with securing business from ACCD's clients, its exhibitors, and attendees. The Marketing Plan shall include the steps the Contractor will take to conduct customer satisfaction surveys and follow up on these surveys.

1.7 Section 5.6 is deleted in its entirety.

1.8 Section 8.7 Reports., is deleted in its entirety and replaced with the following:

The Contractor shall submit reports including but not limited to, financial reports, operational reports, Contractor's survey reports on the results of its customer satisfaction surveys (including the actions taken to address customer satisfaction surveys with a score less than eighty percent (80%), accident reports and logs, commission reports, and other reports as needed. Please see Exhibit I, Schedule of Reports, for a schedule of reports. ACCD may, from time to time, request additional reports related to the services provided under this contract.

1.9 Section 8.8 Rate Review., is deleted in its entirety and replaced with the following:

On an annual basis, the Contractor shall conduct a review of their rates in relation to industry standards and in relation to similar service providers in competitive national and regional convention center facilities. The Contractor shall submit the Annual Review to ACCD no later than August 1st of each calendar year along with a written justification.

2.0 The total contract amount is unchanged. The total contract authorization is recapped below:

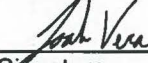
Term	Action Amount	Total Contract Amount
Basic Term: 8/29/2018 – 8/28/2023	\$0.00	Revenue Contract
Amendment No. 1: Replace Exhibit I; Scope of Work updates	\$0.00	Revenue Contract

3.0 All other terms and conditions remain the same.

4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

By THE SIGNATURES affixed below, Amendment No. 1 is hereby incorporated into and made a part of the above-referenced contract.

Freeman Decorating Co. dba
Freeman Audio Visual, Inc.


Signature

Joab Vera
Printed Name of Authorized Person

General Manager
Title

Date: November 5, 2018

City of Austin


Signature

Erin D Vincent
Printed Name of Authorized Person

Procurement Supervisor
Title

Date: 11-8-18

Exhibit I: Schedule of Reports

SCHEDULE OF REPORTS

The following reports are required, and the list does not preclude the City from requiring other reports from the Contractor, reports may be added or delete from the list and the frequency modified throughout the term of the Contract:

Report Name	Frequency of Submittal to City
Employee Accident Reports	Within 24-hours of occurrence
ACCD Equipment Damage Report	Within 24-hours of occurrence
Accounting of services provided to ACCD	Per occurrence
Customer Complaint Summary	Monthly
Customer Survey Results	Monthly
Commission Reports (monthly & year-to-date)	Monthly
Rate Review	Annually, no later than August 1st
Information Related to Audits	Annually, as requested by Auditor
Equipment Inventory Reports	Annually, no later than August 29th
Preventative Maintenance Schedule	Within 30 days of contract execution
Event Plan	30 days prior to an event's move-in date
Event Specific Adjustment Form	No later than August 1 st of the Calendar Year
Marketing Plan	Within 30 days of contract execution and annually, no later than August 29th



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

September 4, 2018

Freeman Decorating Co. dba Freeman Audio Visual, Inc.

Joab Vera

General Manager

4801 Freidrich Lane, Building 1, Suite 100

Austin, TX 78744

joab.vera@freeman.com

Dear Mr. Vera:

The Austin City Council approved the execution of a contract with your company for audio visual and rigging services in accordance with the referenced solicitation.

Responsible Department:	Austin Convention Center Department
Department Contact Person:	Alycia Sparkman
Department Contact Email Address:	alycia.sparkman@austintexas.gov
Department Contact Telephone:	512-404-4208
Project Name:	Audio Visual and Rigging Services
Contractor Name:	Freeman Decorating Co. dba Freeman Audio Visual, Inc.
Contract Number:	MA 8200 NR180000005
Contract Period:	August 29, 2018 – August 28, 2023
Dollar Amount	Revenue Contract
Requisition Number:	18012300216
Solicitation Type & Number:	RFP 8200 JRH0107REBID
Agenda Item Number:	39
Council Approval Date:	August 23, 2018

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Marian Moore
Procurement Specialist III
City of Austin
Purchasing Office

cc: Alycia Sparkman
Kelly Jones

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
FREEMAN DECORATING CO. DBA FREEMAN AUDIO VISUAL, INC. ("Contractor")
FOR
AUDIO VISUAL AND RIGGING SERVICES
MA 8200 NR180000005**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Freeman Decorating Co. dba Freeman Audio Visual, Inc. having offices at 4801 Freidrich Lane, Building 1, Suite 100, Austin, TX 78744 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on August 29, 2018 ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 8200 JRH0107REBID.

1.1 This Contract is composed of the following documents:

- 1.1.1 This document
- 1.1.2 The City's Solicitation, Request for Proposal (RFP) 8200 JRH0107REBID including all documents incorporated by reference
- 1.1.3 Freeman Decorating Co. dba Freeman Audio Visual, Inc. Offer, dated April 10, 2018, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for a term of sixty (60) months. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order


1.5 Clarifications. The following are incorporated into the Contract.

- 1.5.1 Exhibit F – ACCD Rigging Guide is hereby replaced in its entirety with the attached updated Exhibit F – ACCD Rigging Guide dated 07/20/2018.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**FREEMAN DECORATING CO. DBA
FREEMAN AUDIO VISUAL, INC.**



Signature

Joab Vera

Printed Name of Authorized Person

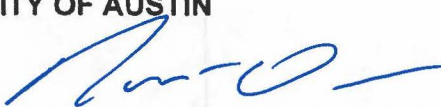
General Manager

Title

September 1, 2018

Date

CITY OF AUSTIN



Signature

Matthew Duce

Printed Name of Authorized Person

Procurement Manager

Title

9-4-18

Date

Austin Convention Center Department

Rigging/Banner Hanging Guide

This guide provides information to assist in managing the risks associated with Rigging/Banner Hanging work conducted in the Austin Convention Center Department (ACCD) facilities. This guide is intended to be used by Rigging /Banner Hanging professionals with experience in safe rigging in Entertainment and Convention Center venues. Onsite qualified rigging/banner personnel must be present during all rigging/banner hanging activities; ETCP preferred.

The contents of this guide are for general information only and not intended to be all inclusive and should not be regarded as a replacement of Federal, State, and Local government regulations, statutes, manufactures recommendations or to the Industry safety best practices and procedures.

This guide, to the best of our knowledge, current at the time of printing, though, ACCD does not accept any liability for the use of this guide or the accuracy, completeness, or sufficiency of the contents.

All rigging work in ACCD facilities must comply with Federal, State, and Local government regulations, statutes, manufactures recommendations or to the Industry safety best practices and procedures. No facility equipment shall be moved or adjusted without ACCD rigging coordinator and/or facility management authorization.

ACCD reserves the right to make the final decisions in all rigging matters

REQUIREMENTS

Outside Decorator, Production or Audio Visual Company (Outside Contractor) may work in Department facility under the following circumstances:

Note: The Austin Convention Center (ACC) has an exclusive rigging contractor to handle all rigging at ACC. The same contractor is the preferred rigging contractor at the Palmer Events Center (PEC).

1. Current CERTIFICATE OF INSURANCE AND LICENSE TO OPERATE is on file with the Austin Convention Center Department. Must be submitted to the Department sixty (60) days prior to the first contract event day.
2. Commercial general liability insurance with minimum combined single limit of \$1,000,000 per occurrence and a minimum \$1,000,000 including aggregate including products and completed operations and contractual liability coverage is required.
3. Fire legal liability must be included with limits of \$50,000.
4. Comprehensive automobile liability insurance with a minimum combined single limit of \$500,000 including owned, non-owned and hired coverage.
5. City of Austin must be listed as additional insured by the Certificate Holder.

Austin Convention Center Department

6. The certificate must provide coverage for all risks including workers compensation.
7. Contractor must provide a Certificate of Insurance from a company with an A.M. Best rating of no less than a B+ and in good standing with the State Board of Insurance.
8. A signed copy of the Production and Audio Visual Regulations on file with the Department.
9. All Local, State, Federal, and Department codes, law, rules and regulations must be followed by Outside Contractor.
10. All connections to the building's power sources and sound system are handled by Department personnel only. The Outside Contractor is responsible for all such charges for connecting to and usage of the Department's power. UTILITY SERVICE (POWER AND SOUND) IS NOT A COMPLIMENTARY SERVICE OF THE AUSTIN CONVENTION CENTER DEPARTMENT. See Utility Order form for current rates.
11. The Department does not store equipment. Storage is the responsibility of the Outside Contractor. All Equipment (empty road cases, crates, etc.) must be loaded back onto the Outside Contractor trucks or stored off Department property.
12. The Outside Contractor must provide radio and wireless microphone frequencies to the Department prior to using equipment in or around the Department frequencies. If there is a conflict with the Departments frequencies, the Outside Contractor must make arrangements to utilize other frequencies.
13. The Outside Contractor is encouraged to provide a walkie-talkie to the Event Coordinator to establish direct link communication.
14. The Outside Contractor is responsible for all costs assessed to inspect or replace sprinkler heads or smoke sensors discharged prior to or during an event.

1. Rigging Specifics

1. The name and phone number of the single point of contact for all rigging/Banner hanging concerns must be provided to the ACCD Rigging Coordinator and ACCD Event Coordinator.
2. All rigging hang point locations must be approved by the Exclusive Rigging Company (at ACC only) and ACCD Rigging Coordinator and meet the requirements below. All rigging/banner hanging connections to the ceiling or roof supporting structure must meet Facility requirements and hung in authorized locations.
 - a. No bridles are permitted.
 - b. Only vertical dead hangs are permitted
 - c. Rigging, banners or guide wires hanging is not permitted from the following

Austin Convention Center Department

- i. Fire sprinkler piping
 - ii. Natural gas piping
 - iii. Electrical conduits
 - iv. Water piping
 - v. Air wall tracks
 - vi. Vents, duct or lighting fixtures/tracks
 - vii. Wall sconces
 - viii. Wall paneling
 - ix. Open ended or un-terminated trusses
 - x. Handrails
 - xi. Support hangers for any of the above
3. Certification of annual inspection is required for all hoists and chain motors.
4. ONLY steel wire rope or Steel Flex/Gac or its equivalent will be used above the suspended ceiling in Ballrooms A, B, & C at the Convention Center. Span sets are not allowed above the suspended ceiling.
5. A steel "safety" is required on each individual item suspended. When attaching truss to motors, span sets in combination with steel wire rope safety or SteelFlex or its equivalent are necessary.
6. Equipment once hung may not be adjusted or moved to another position unless prior approval from Exclusive Rigging Contractor (at ACC only) and ACCD Rigging Coordinator is obtained. This includes adjusting/moving of truss, motors, set pieces, video walls or any other equipment during performances/events.
7. Items attached to the permanent ceiling structure must be a minimum of eight (8) feet above the floor or have obtained a variance from ACCD prior to rigging.
8. Overhead cable bridges or floor cable coverings are required when cables cross rest rooms, emergency exits or entrances/exits. Bridges/covers must be provided by contractor.
9. All steel slings around building beams or any other facility structure must have burlap, carpet or a soft material to aid as a buffer to avoid damage to building.
10. Any damage occurring or noted while rigging or banner hanging must be reported to the ACCD Rigging Coordinator and Security Operations Center immediately.
11. No work shall be performed outside of the aerial lift, such as focusing lights/speakers or equipment. No walking of truss or beams unless a variance is granted by the Department.
12. Any Utility/Electrical/Internet requirements must be preordered.
13. All rigging equipment, banners or materials used must be removed at end of the event from the structure. (Padding, slings, guy wires, ropes, clamps, etc.) Charges for removal of any rigging equipment or materials may incur.

2. Rigging Plan Requirements

Rigging plans are required when an item weighs over 100 pounds or a chain hoist is used. Rigging plans shall be sent to the Exclusive rigging contractor (at ACC only), ACCD Rigging Coordinator and the ACCD Event Coordinator for the Event. Plans should include a PDF version. Rigging plans must be received thirty (30) days prior to the first contracted day. Complex rigging events may require additional review time.

Austin Convention Center Department

- a. All Event rigging must be coordinated through a single point of contact via a General Service contractor or Audio Visual contractor.
 - b. The name and phone number of the single point of contact for all rigging concerns must be provided with the plan.
 - c. Move in and out dates and times must be submitted with plan.
 - d. Point of Contact must be present during move-in and move-out, or while any rigging activities are being performed.
 - e. A “to scale” rigging plot plan, blue prints or engineer’s certification is required (when requested). Plan must show booth outline with aisles marked for reference or stage location.
 - f. A “to scale” rigging plan must indicate
 - 1. The location of all hang points to reflective ceiling
 - 2. Weight per hang point
 - 3. Size of the motors
 - g. Pre-event meetings may be required to review and coordinate complex rigging plans.
 - h. Any changes to reviewed plans must be resubmitted for review prior to implementation.
 - i. The Department is not responsible for lost time or additional costs resulting from rigging modifications, adjustments or changes required on site.
- Onsite qualified rigging/banner personnel must be present during all rigging/banner hanging activities. ETCP preferred.

3. Interior Banner/Sign Hanging Requirements

- a. Contractors may hang signs not to exceed 250 pounds (per item).
- b. All other rigging requires a plan and must be reviewed by Exclusive Rigging Company (at ACC only) and Department Rigging Coordinator. (Additionally, anything weighing over 100 pounds must be approved by the Department Rigging Coordinator).
- c. Single point hanging signs must have a tie off line to prevent spinning and twisting.
- d. The total weight of all banner/signs within Exhibit Hall 4 and Ballrooms D-G must be reviewed by Exclusive Rigging Company (at ACC only) and Department Rigging Coordinator. This requirement applies when there is additional rigging within these areas.

4. Exterior Banner Hanging Requirements

- a. Banners must be made of lightweight, water-resistant wind passable material.
- b. Where a banner is made exclusively of vinyl, wind pockets must be built into the banners to allow wind to flow through easily.
- c. Banners must be monitored and inspected by a competent rigger (a minimum of twice daily). Generally, prior to the show opening and at the end of the day after the show closes.

Austin Convention Center Department

- d. In the event of severe weather, a safety plan of action must be in place for removal of banners/signs. Copy of the safety plan is to be provided to the Department Rigging coordinator and the ACCD Event Coordinator for the Event.
- e. Exterior rigging and hanging signs must have multiple points and tie off lines to prevent spinning and twisting of the sign.
- f. Padding is required for any part of the sign/banner that MAY come in contact with facility interior/exterior, glass, easily damaged items or sharp edges.
- g. Extreme care should be exercised with using guidewires that may become trip hazards or hazards to pedestrians/attendees. Flagging and/or padding may be required.

5. Ground Rigger

The Ground Rigger will:

- a. In Coordination with up-rigger maintain a safe travel pathway and establish and maintain the controlled access safety zone around the aerial work platforms perimeter.
- b. Warn all individuals to keep away from controlled access safety zone
- c. Follow all OSHA rules for overhead work and safety zone
- d. Will place signage at entrances warning personnel that overhead rigging is taking place as needed/requested.
- e. All rigging personnel must use appropriate safety equipment.

6. Aerial Platform Rigger

Aerial Platform Rigger must have all the skills and responsibilities included in the ground rigger.

Other requirements include:

- a. Trained and authorized to operate an aerial work platform
- b. The ability to identify suitable structures/attachments for rigging
- c. Knowledge of different types of rigging systems (i.e. manufacturing methods, materials, and proper applications)
- d. Comply with ACCD Aerial lift safe practices.
- e. All rigging personnel must use appropriate safety equipment, properly, including full body harnesses or approved Fall Protection devices and lanyards.

7. High Rigger (only allowed in BR ABC)

- a. Perform rigging duties while standing, sitting on or hanging from an exposed structural member with proper fall protection **not** from an aerial work platform.
- b. Must have all the skills, knowledge and responsibilities of the Aerial Platform Rigger.
- c. All rigging personnel must use appropriate safety equipment, properly, including full body harnesses or approved Fall Protection devices and lanyards.
- d. All high rigging must be pre-approved by Department Rigging Coordinator.

8. Definitions:

- a. Banner/Sign Hanging

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- i. Banner hanging consists of a complete exhibit component/item weighing less than 250 Lbs. suspended above an aisle, or booth display, for the purpose of displaying graphics or directional information. (Additionally, anything weighing over 100 pounds must be approved by the Department Rigging Coordinator)
 - ii. Single point hanging signs must have a tie off line to prevent spinning and twisting of the cable.
 - iii. The use of nails, staples, tacks, tape, etc. on walls, ceilings, or other department equipment is strictly prohibited.
- b. Motor/Heavy Rigging – Certification of annual inspection is required for all chain motors
 - i. Use of any hoists for lifting signs, trusses or equipment,
 - ii. Chain Hoists or Chain motor,
 - iii. Any loads over 100 Lbs.

If any one of the above three conditions are met, a rigging plan shall be submitted.
- c. High Rigging - rigging duties performed while standing, sitting on or hanging from an exposed structural member with proper fall protection, **not** from an aerial work platform
 - i. High rigging is not allowed except in specified areas with ACCD Rigging Coordinator approval. (only allowed in BR ABC w/ pre-approval)
 - ii. Extreme care for safety must be utilized during high rigging.

9. Rigging/Banner hanging Personnel

- a. The outside Contractor is responsible for:
 - i. Hiring qualified and competent personnel to set-up operate and remove all equipment.
 - ii. The actions of any personnel hired by, retained, or associated with their staff.
- b. Personnel working at ACCD must have the necessary training as required by Federal, State and Local regulations including OSHA. Training may include, but is not limited to scaffold training, fall protection and aerial work platform safety. Verifiable documentation of training shall be available on request.
- c. Personnel employed by the outside Contractor should preferably wear a uniform shirt identifying the company they are working for. Outside contractor employee's clothing will be neat, reflecting an overall tidy appearance that conforms to the Department image.
- d. ACCD reserves the right to implement badging/identification requirements for all individuals. Individuals without proper identification may be asked to obtain ID or leave the facility.
- e. All Contractor employees must enter the facility thru the approved Contractor entrance.
- f. The ACCD facility is a non-smoking facility.
- g. All breaks/lunches/dinners must be taken in approved back of house areas.

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- h. Food and beverage staged or stored in the public areas or service corridors of ACCD is not available for outside Contractor personnel unless specifically ordered for such. Crew meals may be ordered through ACCD Catering. This is not a complimentary service of the department.
- i. The possession or use of intoxicants on ACCD property is prohibited, including, but not limited to, drinking alcoholic beverages. Possession or use of drugs is prohibited, other than medication prescribed by the employee's physician. Violation will result in immediate removal of the individual from the premises and possible legal action.
- j. Fighting, physical violence, creating a disturbance, horseplay, disorderly conduct, or the use of abusive language is a violation of ACCD policy and may result in immediate removal of the individual from the premises and possible legal action.
- k. Theft, attempted theft, misappropriation of ACCD property or the aiding of such act(s) will result in immediate removal and possible criminal prosecution.
- l. Contractors are not allowed in the public or pre-function areas unless required for duties. When job responsibilities require outside Contractor employee's access to the public/pre-function areas of ACCD, they are to remain in that permitted area only. Wandering through ACCD facilities is not permitted.
- m. ACCD reserves the right to request riggers to be reassigned or removed from the premises if Safety & Security or Rigging policies not followed.
- n. A minimum of two (2) individuals are required for each rigging crew.
 - a. Aerial Platform/High/Heavy Rigger
 - b. Ground Rigger

10. Load-in/out

- 1. All outside Contractor personnel must follow the ACCD Operational Policies. (Copy on website www.austinconventioncenter.com)
- 2. Ninety (90) days prior to the first contracted day, the outside contractor must contact the Event Coordinator to coordinate all load-in/out activity.
- 3. All equipment delivered to meeting rooms must be transported through service corridors and freight elevators unless prior approval from Event Coordinator.
- 4. Platform dollies of the four-wheel type are permitted for material movement. Platform trucks may also be used provided they are **not** equipped with metal wheels. Two-wheel hand trucks are acceptable, but must be equipped with rubber wheels at least 8" in diameter.
- 5. Department equipment is reserved for Department use.
- 6. Equipment such as backstage production/projection, risers/tables is the responsibility of the outside contractor. Department equipment may be requested. The request must accompany the plot plan.

11. Equipment

- 1. Any material handling or set-up equipment required (including forklifts, ladders, scissor lifts, man lifts and LP Cages) must be supplied by the outside Contractor.
- 2. Forklift, Boom lift, Scissor lift, and Aerial Lift operators must have verifiable documentation of training available on request.

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3. When any aerial lifts (Scissor lift, Boom lifts, 1-man motorized lift) are operated on permanently carpeted areas such as meeting rooms, ballrooms or pre-function spaces or decorative flooring areas must meet certain requirements and conditions:
 - a. Masonite, approved wheel protectors (no shrink wrap or tape on tires) and floor coverings such as carpet or plywood must be used when operating any lifts or other equipment.
 - b. It is the contractor's responsibility to provide its own floor covering or wheel protectors.
4. LP Gas or electric powered equipment is required inside of facility.
5. Diesel or gasoline powered equipment require prior authorization and cannot be used inside of facility during show/event hours.
6. All Decorator or Rental equipment (Forklifts, Boom lifts, Scissor lifts, Tugs, Pallet Jacks) must be identified with a tag indicating responsible party contact information.
7. All equipment shall be removed from the facility unless authorization is given.
8. All LP gas cylinders should be stored in fuel cages when not in use.
9. Fuel cages shall be supplied by Contractor.
10. Fuel cages should be identified with a tag indicating responsible party contact information.

Approved and Rated Equipment

All equipment and materials flown must pass American Society for Testing and Materials (ASTM) guidelines and meet all regulatory requirements.

All hardware used to rig must be stamped, rated, and approved/designed for that purpose.

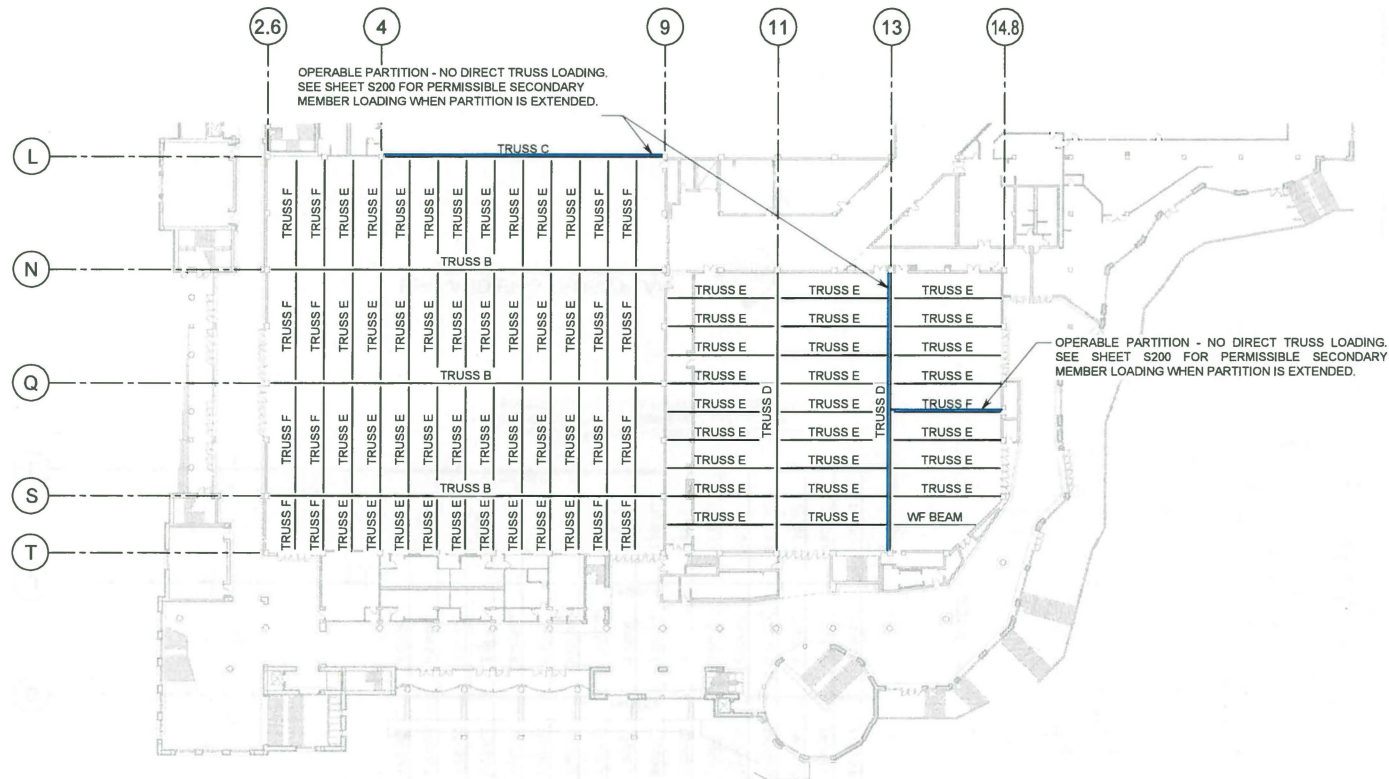
Care must be taken to use the appropriate approved RATED RIGGING HARDWARE. The manufacturer of rigging hardware used for overhead suspension must be legally liable for its products within the Continental United States.

12. Safety Regulations

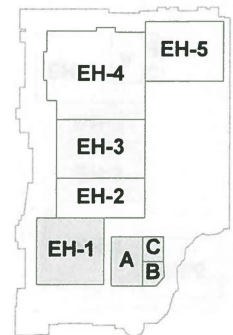
1. All Rigging/Banner hanging will cease if any safety regulation(s) are violated or any incident or accident occur.
 - a. Incidents/accidents must be reported to ACCD Rigging AND Security & Safety Division immediately.
 - b. No equipment shall be moved or re-positioned until investigation documented and deemed safe by Department. With the exception to address immediate life safety concerns.
 - c. Continue only when all Safety and Departmental requirements are met.
2. All rigging and safety equipment must be in good working order and inspected prior to use by operator and contractor as stated in Federal, State, Local, Industry, and Facility regulations,
3. All rigging equipment and associated safety devices must be appropriately sized to safely handle anticipated loads and safety factors.
4. Suspending of animals or humans is not allowed without prior written authorization.

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13. **See attached documentation for rigging loads, hang points and other information.**



PLAN NOTES:
1. TRUSSES SHOWN ON THIS PLAN ARE
CAPABLE OF SUPPORTING RIGGING LOADS
AS SHOWN ON SHEETS S200 & S201.



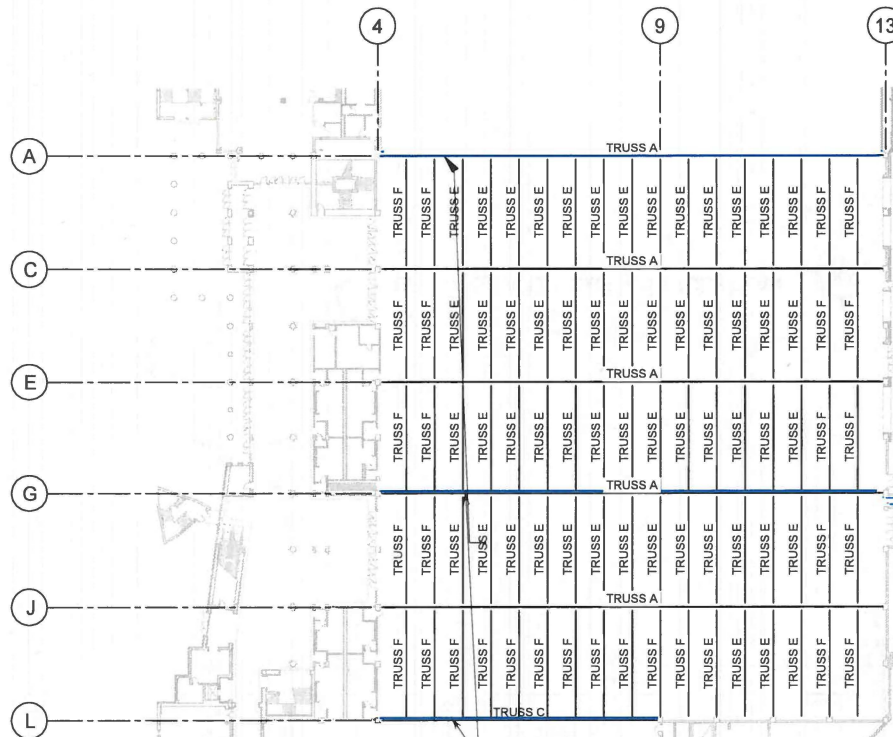
KEY PLAN

EH-1 AND BALLROOMS A-C TRUSS PLAN

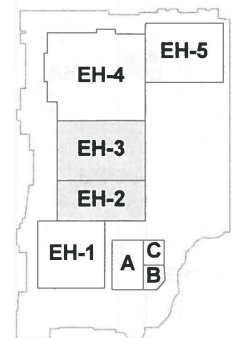


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RIGGING

DRAWN BY CEJ	CHECKED BY	DATE 02/20/2018	SHEET NUMBER S-100
SHEET NAME EH-1 AND BALLROOM A-C TRUSS PLAN			



PLAN NOTES:
 1. TRUSSES SHOWN ON THIS PLAN ARE
 CAPABLE OF SUPPORTING RIGGING LOADS
 AS SHOWN ON SHEETS S200 & S201.



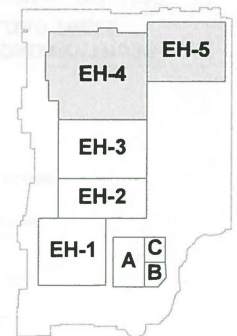
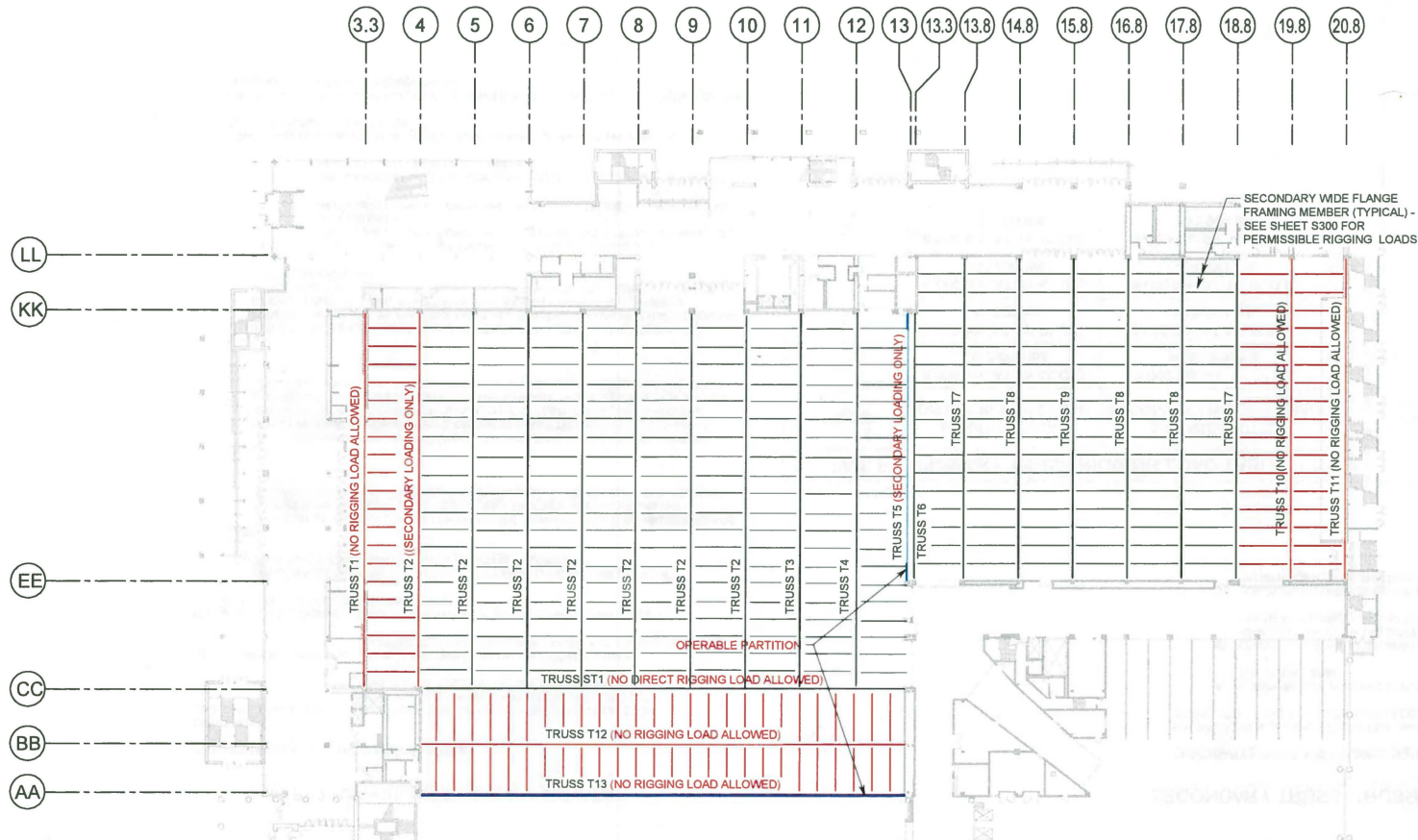
KEY PLAN

EH-2 AND EH-3 TRUSS PLAN



 AUSTIN CONVENTION CENTER RIGGING			
DRAWN BY CEJ	CHECKED BY	DATE 02/20/2018	SHEET NUMBER S-101
SHEET NAME EH-2 AND EH-3 TRUSS PLAN			

- PLAN NOTES:
1. TRUSSES AND SECONDARY MEMBERS, SHOWN HERE IN RED, ARE NOT CAPABLE OF SUPPORTING RIGGING LOADS, NEITHER DIRECT NOR INDIRECT.
 2. UNLESS NOTED OTHERWISE, TRUSSES SHOWN ON THIS PLAN ARE CAPABLE OF SUPPORTING RIGGING LOADS AS SHOWN ON SHEET S300.
 3. DIRECT LOADING OF TRUSS T5 IS NOT POSSIBLE DUE TO ARCHITECTURAL VENEER. SEE S300 FOR PERMISSIBLE SECONDARY MEMBER RIGGING LOADS.



KEY PLAN

EH-4 AND EH-5 TRUSS PLAN

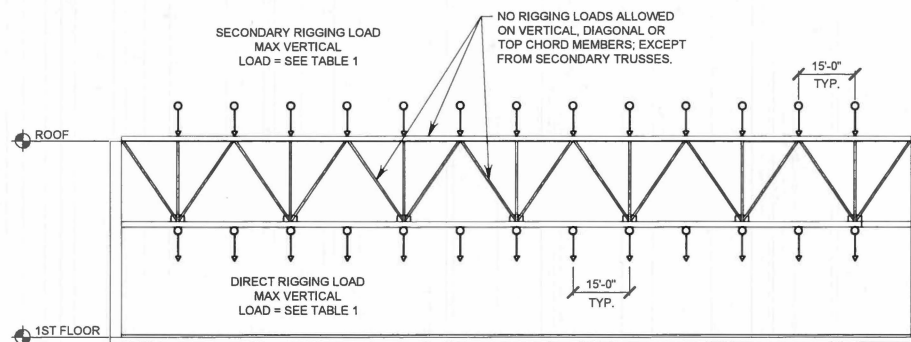


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CONVENTION CENTER
RIGGING

DRAWN BY CEJ	CHECKED BY	DATE 02/20/2018	SHEET NUMBER S-102
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SHEET NAME
EH-4 AND EH-5 TRUSS PLAN



PRIMARY TRUSS (TRUSSES A, B, C & D) ELEVATION

PRIMARY TRUSS A, B, C, AND D RIGGING NOTES:

DEFINITIONS:

DIRECT RIGGING LOAD: COMPRISED OF HANGING POINT LOADS SPACED AT 15'-0" ON CENTER ON THE BOTTOM OF CHORD OVER THE ENTIRE TRUSS SPAN, SEE SHEET S-201.

SECONDARY RIGGING LOAD: DIRECT RIGGING LOAD ON SECONDARY TRUSS DISTRIBUTED TO THE PRIMARY TRUSS, SEE SHEET S-201.

MAXIMUM TOTAL LOAD ON PRIMARY TRUSS AS PER TRUSS RIGGING LOAD TABLE 1 SUBJECTED TO THE FOLLOWING LIMITATIONS.

- A) THE FOLLOWING CASE SHALL CONTROL THE RIGGING LOAD ALLOWED ON THE TRUSSES; **NO COMBINATION OF CASES BELOW IS ALLOWED.**

CASE 1:

ONLY DIRECT RIGGING LOAD ALLOWED ON THE PRIMARY TRUSS. **NO RIGGING LOADS ALLOWED ON ANY SUPPORTED SECONDARY TRUSSES.** THE VALUES IN THE "MAXIMUM TOTAL DIRECT RIGGING LOAD" COLUMN CAN BE USED ON THE PRIMARY TRUSSES.

CASE 2:

ONLY SECONDARY RIGGING APPLIED TO THE PRIMARY TRUSS. **NO CONCURRENT DIRECT RIGGING LOADS ALLOWED ON THE PRIMARY TRUSS.** THE VALUES IN THE "MAXIMUM TOTAL SECONDARY RIGGING LOAD" COLUMN CAN BE USED FOR THE SECONDARY TRUSSES SUPPORTED BY THE PRIMARY TRUSS. SEE SHEET S-201 FOR ADDITIONAL INFORMATION REGARDING THE SUMMATION OF SECONDARY RIGGING LOADS.

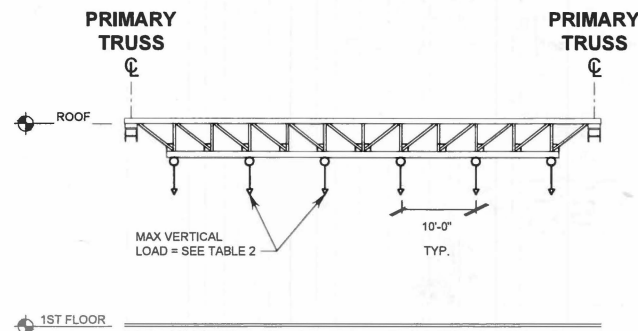
CASE 3:

IF THE TOTAL RIGGING LOAD IN THE SECONDARY TRUSSES SUPPORTED BY THE PRIMARY TRUSS IS LESS THAN THE FIRST VALUE IN THE "MAXIMUM TOTAL SECONDARY RIGGING LOAD" COLUMN, THE PRIMARY TRUSS CAN CARRY THE REMAINING PERCENTAGE OF THE DIRECT RIGGING LOAD AT THE LOCATION DIRECTLY UNDER THE SECONDARY RIGGING LOAD.

EXAMPLE: TRUSS A CARRYING SECONDARY TRUSSES E ON EACH SIDE. SECONDARY TRUSS E ON BOTH SIDES CARRYING A TOTAL RIGGING LOAD OF 6,000 lbs EACH.
 REMAINING CAPACITY FROM THE SECONDARY TRUSS = $(9000-6000)/9000 = 0.33$
 THE MAXIMUM DIRECT RIGGING LOAD DIRECTLY BELOW THE SECONDARY RIGGING LOAD = $6000 \times 0.33 = 1,980$ lbs.

- B) LOADS CAN BE HUNG FROM BOTTOM CHORD OR BUILT IN HANGING POINTS ON THE BOTTOM CHORD OF THE TRUSS.
 C) LOADS ARE TO BE DEAD HUNG ONLY. BRIDLING IS NOT ALLOWED ON ANY PORTION OF THE PRIMARY TRUSS OR SECONDARY TRUSS.

TABLE 1: PRIMARY TRUSS RIGGING LOAD TABLE		
TRUSS	MAXIMUM TOTAL DIRECT RIGGING LOAD	MAXIMUM TOTAL SECONDARY RIGGING LOAD
A	6,000 lbs. AT 15'-0" O.C. =102,000 lbs.	9,000 lbs. AT 15'-0" O.C. =153,000 lbs.
B	3,000 lbs. AT 15'-0" O.C. =42,000 lbs.	3,000 lbs. AT 15'-0" O.C. =42,000 lbs.
C	6,000 lbs. AT 15'-0" O.C. =54,000 lbs.	6,000 lbs. AT 15'-0" O.C. =54,000 lbs.
D	8,000 lbs. AT 15'-0" O.C. =72,000 lbs.	9,000 lbs. AT 15'-0" O.C. =81,000 lbs.



SECONDARY TRUSS (TRUSSES E & F) ELEVATION

SECONDARY TRUSS E AND F RIGGING NOTES:

MAXIMUM TOTAL LOAD ON TRUSS PER TRUSS RIGGING LOAD TABLE 2 SUBJECTED TO THE FOLLOWING LIMITATIONS.

- A) COMPRISED OF HANGING POINTS AT 10'-0" ON CENTER OVER THE ENTIRE SPAN.
 B) LOADS CAN BE HUNG FROM BOTTOM CHORD OR BUILT-IN HANGING POINTS ON THE BOTTOM CHORD ADJACENT TO THE VERTICAL MEMBERS OF THE TRUSS.
 C) LOADS ARE TO BE DEAD HUNG ONLY. BRIDLING IS NOT ALLOWED ON ANY PORTION OF THE TRUSS.

TABLE 2: SECONDARY TRUSS RIGGING LOAD TABLE	
TRUSS	MAXIMUM TOTAL LOAD
E	1,500 lbs. MAX. AT 10'-0" O.C. =9,000 lbs. MAX.
F	2,000 lbs. MAX. AT 10'-0" O.C. =12,000 lbs. MAX.



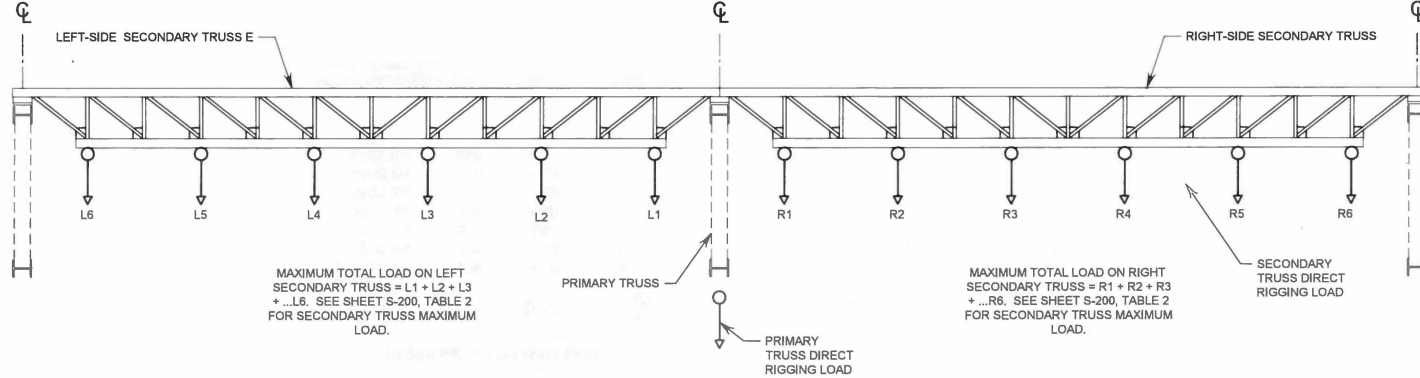
AUSTIN
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 RIGGING

DRAWN BY: CEJ CHECKED BY: DATE: 02/20/2018 SHEET NUMBER: S-200
 SHEET NAME: EH-1 THRU EH-3 AND BALLROOM A-C RIGGING LOADS

PRIMARY TRUSS

PRIMARY TRUSS

PRIMARY TRUSS



MAXIMUM TOTAL LOAD ON LEFT SECONDARY TRUSS = L1 + L2 + L3 + ...L6. SEE SHEET S-200, TABLE 2 FOR SECONDARY TRUSS MAXIMUM LOAD.

MAXIMUM TOTAL LOAD ON RIGHT SECONDARY TRUSS = R1 + R2 + R3 + ...R6. SEE SHEET S-200, TABLE 2 FOR SECONDARY TRUSS MAXIMUM LOAD.

TOTAL SECONDARY RIGGING LOAD APPLIED TO PRIMARY TRUSS = $55/60 \cdot (L1 + R1) + 45/60 \cdot (L2 + R2) + 35/60 \cdot (L3 + R3) + \dots 5/60 \cdot (L6 + R6)$. SEE SHEET S-200, TABLE 1 FOR PRIMARY TRUSS MAXIMUM TOTAL SECONDARY RIGGING LOAD.

CASE 3 (EXAMPLE):

EXAMPLE: TRUSS A SUPPORTING TRUSS E ON BOTH LEFT AND RIGHT SIDES.

LEFT SECONDARY TRUSS LOAD SUMMARY	
LOCATION	LOAD
L1	0
L2	1,000 lbs.
L3	1,000 lbs.
L4	1,000 lbs.
L5	1,500 lbs.
L6	1,500 lbs.

TOTAL LOAD ON LEFT SECONDARY TRUSS = 6,000 lbs.

RIGHT SECONDARY TRUSS LOAD SUMMARY	
LOCATION	LOAD
R1	550 lbs.
R2	550 lbs.
R3	550 lbs.
R4	500 lbs.
R5	500 lbs.
R6	1,450 lbs.

TOTAL LOAD ON RIGHT SECONDARY TRUSS = 4,200 lbs.

CALCULATION OF TOTAL SECONDARY RIGGING LOAD APPLIED TO PRIMARY TRUSS			
LOCATION	LOAD SUM	MULTIPLIER	LOAD SUM * MULTIPLIER
L1 + R1	550 lbs.	55/60	504.17 lbs.
L2 + R2	1,550 lbs.	45/60	1,162.50 lbs.
L3 + R3	1,550 lbs.	35/60	899.00 lbs.
L4 + R4	1,500 lbs.	25/60	651.00 lbs.
L5 + R5	2,000 lbs.	15/60	500.00 lbs.
L6 + R6	2,950 lbs.	5/60	236.00 lbs.

TOTAL SECONDARY RIGGING LOAD APPLIED TO PRIMARY TRUSS = 3,952.67 lbs.

MAXIMUM INDIVIDUAL LOAD ON SECONDARY TRUSS (LOCATIONS L5 & L6) = 1,500 lbs. PER SHEET S-200, TABLE 2, MAXIMUM PERMISSIBLE LOAD ON TRUSS E = 1,500 lbs. (OK)

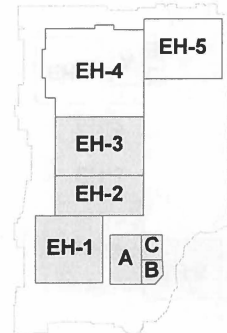
TOTAL LOAD ON LEFT SECONDARY TRUSS E = 6,000 lbs. TOTAL LOAD ON RIGHT SECONDARY TRUSS E = 4,200 lbs. PER SHEET S-200, TABLE 2, MAXIMUM TOTAL PERMISSIBLE LOAD ON TRUSS E = 9,000 lbs. (OK)

TOTAL SECONDARY RIGGING LOAD APPLIED TO PRIMARY TRUSS = 9,000 lbs. PER SHEET S-200, TABLE 1, MAXIMUM PERMISSIBLE SECONDARY RIGGING LOAD ON TRUSS A = 9,000 lbs. (OK)

REMAINING CAPACITY FROM UNUSED SECONDARY RIGGING LOAD = $(9,000 - 3,953) / 9,000 = 0.56$

PER SHEET S-200, TABLE 1, MAXIMUM DIRECT RIGGING LOAD FOR TRUSS A = 6,000 lbs.

THE MAXIMUM DIRECT RIGGING DIRECTLY BELOW THE SECONDARY RIGGING LOAD = $6,000 \cdot 0.56 = 3,360$ lbs.



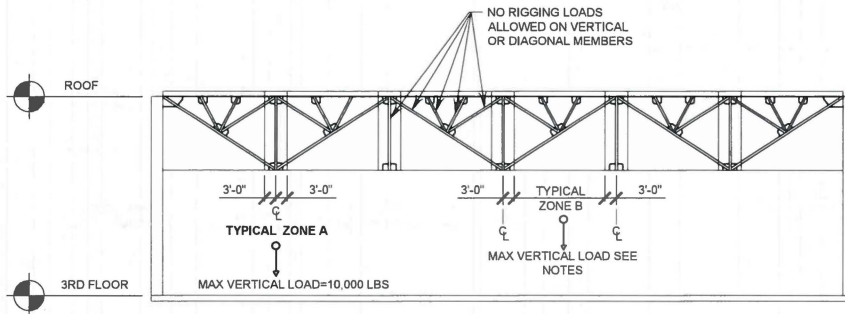
KEY PLAN



AUSTIN
CONVENTION CENTER
RIGGING

DRAWN BY	CHECKED BY	DATE	SHEET NUMBER
CEJ		02/20/2018	S-201

SHEET NAME: EH-1 THRU EH-3 AND BALLROOM A-C RIGGING LOADS



TYPICAL TRUSS ELEVATION

NOT TO SCALE

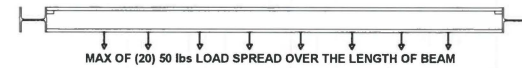
PRIMARY TRUSSES (T2, T3, T4, T7, T8, T9) RIGGING NOTES:

MAXIMUM TOTAL LOAD ON ONE TRUSS = 25,000 lbs.
 MAXIMUM TOTAL RIGGING LOAD FOR THE CIELING IN EH-4 IS 90,000 lbs. THIS MAXIMUM IS A COMBINE TOTAL LOAD FOR EH-4 CIELING PLUS RIGGING LOADS IN BALLROOMS D-G. SEE TABLE "A" FOR TRUSS RIGGING LOAD, SUBJECT TO THE FOLLOWING LIMITATIONS:

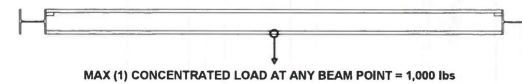
- A) TOTAL LOAD COMPRISED OF HANGING POINT LOADS EQUIVALENT TO 500 lbs/ft OVER A COMBINED LENGTH NO GREATER THAN 60'-0".
- B) MAXIMUM SINGLE HANGING POINT LOAD IN ZONE A = 6,000 lbs.
- C) MAXIMUM SINGLE HANGING POINT LOAD IN ZONE B = 4,000 lbs.
- D) TOTAL LOAD TO INCLUDE RIGGING LOADS FROM BEAMS.
- E) LOADS CAN BE HUNG FROM BOTTOM CHORD OR BUILT-IN HANGING POINT LOADS ON THE BOTTOM CHORD OF TRUSS.
- F) LOADS ARE TO BE DEAD HUNG ONLY. BRIDLING IS NOT ALLOWED ON ANY PORTION OF THE PRIMARY TRUSS OR BEAM.

TRUSS RIGGING LOAD TABLE			
POINT LOAD	MIN. SPACING	ZONE	MAX. # OF LOAD
750 lbs	2 ft	A&B	31
1500 lbs	4 ft	A&B	16
2000 lbs	6 ft	A&B	11
3000 lbs	8 ft	A&B	8
3500 lbs	10 ft	A&B	7
4500 lbs	15 ft	A&B	5
6000 lbs	30 ft	A	3

NOTE: DIRECT RIGGING OF TRUSS T5 IS NOT POSSIBLE DUE TO ARCHITECTURAL VENEER. ONLY SECONDARY LOADS FROM SUPPORTED BEAMS ARE PERMISSIBLE.



OR

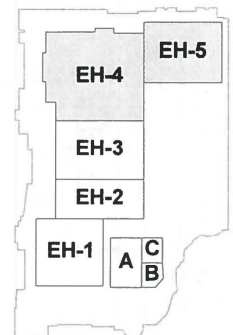


TYPICAL BEAM

NOT TO SCALE

BEAM RIGGING NOTES:

- A) MAXIMUM SINGLE HANGING POINT LOAD = 1,000 lbs.
- B) MAXIMUM TOTAL LOAD = 1,000 lbs. (20 INDIVIDUAL POINTS MAXIMUM)
- C) LOADS CAN BE HUNG FROM BOTTOM FLANGE OR BUILT-IN HANGING POINTS ON THE BOTTOM FLANGE OF THE FRAMING.
- D) LOADS ARE TO BE DEAD HUNG ONLY. BRIDLING IS NOT ALLOWED ON ANY PORTION OF THE BEAM.



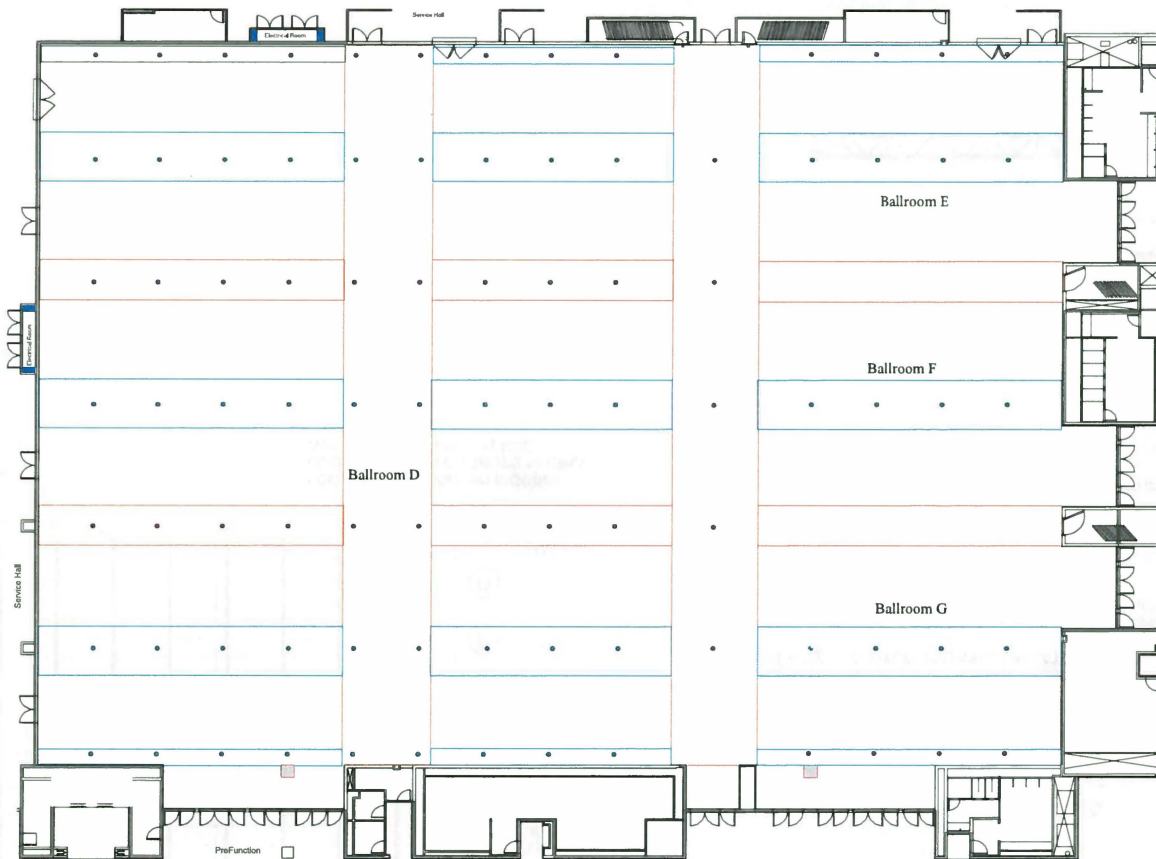
KEY PLAN



AUSTIN

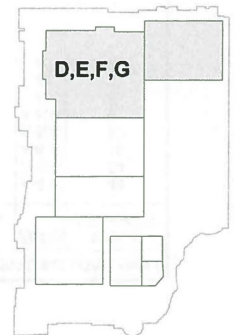
CONVENTION CENTER
RIGGING

DRAWN BY: CEJ	CHECKED BY:	DATE: 02/20/2018	SHEET NUMBER: S-300
SHEET NAME: EH-4 AND EH-5 TRUSS PLAN			



Rigging Points
Rigging allowed from fixed points only.
Maximum rigging load for ballrooms D-G is 30,000 lbs. The combine maximum rigging load for EH-4 ceiling and ballrooms D-G is 90,000 lbs.
Maximum Load of 1500 lbs per fixed point.
No Bridling

 **High Points 35'**
 **Low Points 27'**

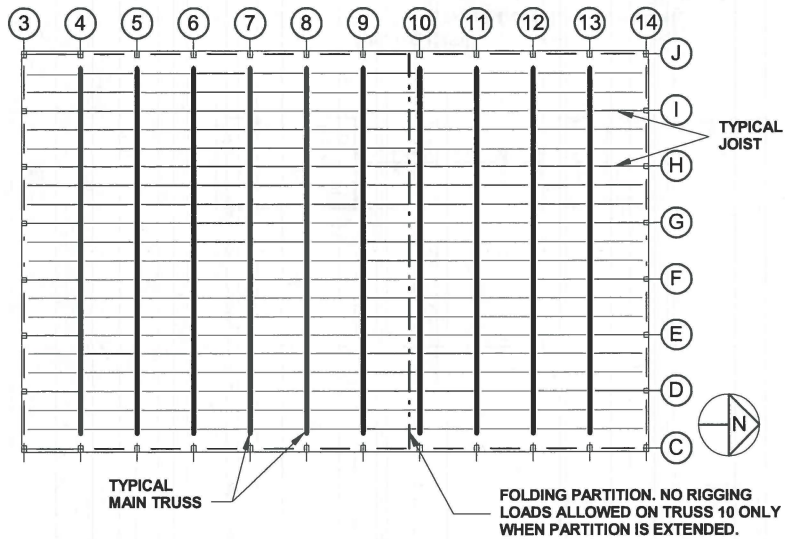


KEY PLAN

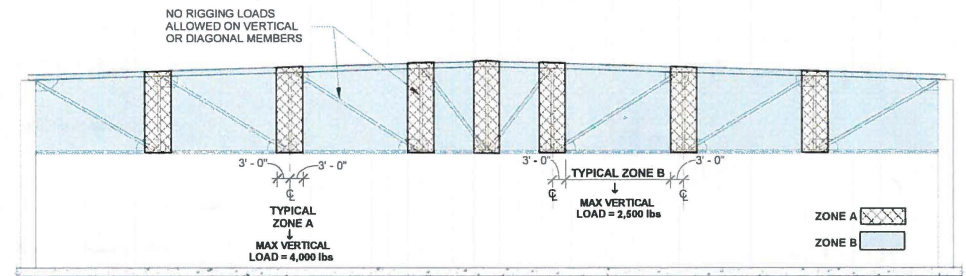


AUSTIN
 CONVENTION CENTER
 RIGGING

DRAWN BY	CHECKED BY	DATE	SHEET NUMBER
CEJ		02/20/2018	S-400
SHEET NAME Ballrooms D, E, F, G Rigging points			



1 EXHIBIT HALL RIGGING PLAN
NOT TO SCALE



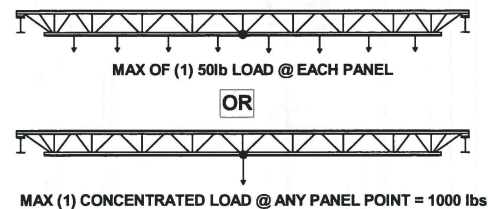
TYPICAL MAIN TRUSS RIGGING NOTES:

MAXIMUM TOTAL LOAD ON MAIN TRUSS = 24,000 lbs.
SUBJECT TO THE FOLLOWING LIMITATIONS:

- A) TOTAL LOAD COMPRISED OF POINT LOADS EQUIVALENT TO 500 lbs/ft OVER A COMBINED LENGTH NO GREATER THAN 48'-0", SEE TABLE.
- B) MAXIMUM SINGLE POINT LOAD = 4,000 lbs.
- C) TOTAL LOAD TO INCLUDE RIGGING LOADS FROM JOISTS.
- D) LOADS CAN BE HUNG FROM EITHER THE BOTTOM CHORD.
- E) BRIDLING IS NOT ALLOWABLE ON ANY PORTION OF A MAIN TRUSS OR JOIST.

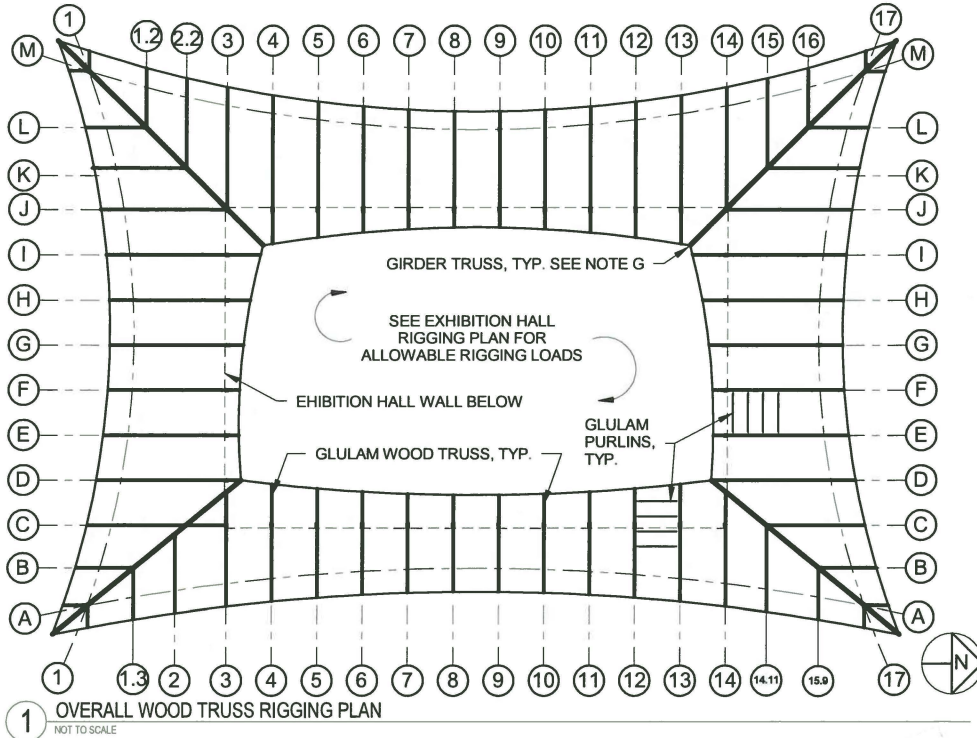
POINT LOAD	MIN. SPACING	ZONE	MAX. # OF LOADS
500 lbs	1ft	A & B	48
1000 lbs	2ft	A & B	24
1500 lbs	3ft	A & B	16
2000 lbs	4ft	A & B	12
2500 lbs	5ft	A & B	9
3000 lbs	6ft	A	8
3500 lbs	7ft	A	7
4000 lbs	8ft	A	6

2 TYPICAL MAIN TRUSS
NOT TO SCALE



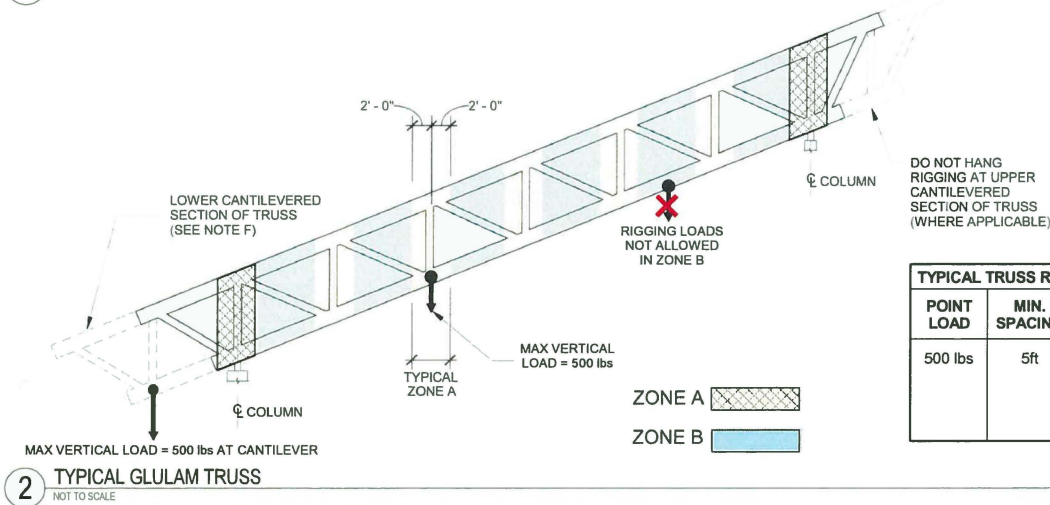
3 TYPICAL JOIST
NOT TO SCALE

		AUSTIN CONVENTION CENTER	
		PALMER EVENTS CENTER - LOAD CAPACITY	
<div style="display: flex; justify-content: space-between;"> <div> DRAWN BY CEJ </div> <div> CHECKED BY </div> <div> DATE 02-20-2018 </div> <div> SHEET S-100 </div> </div>			
EXHIBIT HALL RIGGING LOADS			



RIGGING LOAD LIMITATIONS:

- A) DO NOT EXCEED A TOTAL WEIGHT OF 5,000 lbs ON A SINGLE TRUSS, SEE TABLE.
- B) BRIDLING IS NOT ACCEPTABLE ON ANY PART OF THE TRUSS.
- C) RIGGING IS LIMITED TO THE BOTTOM CHORD ONLY.
- D) DO NOT HANG RIGGING FROM GLULAM PURLINS.
- E) DO NOT MODIFY TRUSS IN ANY WAY (i.e. HOLES, SAW, etc.)
- F) RIGGING LOAD NOT TO EXCEED A TOTAL OF 500 lbs AT LOWER CANTILEVER SECTION, TYPICAL.
- G) GIRDER TRUSS CAN BE LOADED SIMILAR TO TYPICAL GLULAM TRUSS.
- H) PROVIDE TRUSS PROTECTION AT INDIVIDUAL TRUSS RIGGING POINTS.
- I) RIGGING LOADS NOT ALLOWED IN ZONE B.



TYPICAL TRUSS RIGGING LOAD TABLE			
POINT LOAD	MIN. SPACING	ZONE	MAX # OF LOADS
500 lbs	5ft	A ONLY	2

		AUSTIN CONVENTION CENTER	
		PALMER EVENTS CENTER - LOAD CAPACITY	
DRAWN BY CEJ		CHECKED BY	DATE 02-20-2018
EXTERIOR TRUSSES - RIGGING LOADS			SHEET S-101



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 8200 JRH0107REBID **COMMODITY/SERVICE DESCRIPTION:** Audio Visual Services and Rigging Services
DATE ISSUED: March 12, 2018
REQUISITION NO.: 18012300216 **PRE-PROPOSAL CONFERENCE TIME AND DATE:** March 22, 2018 at 10:00 Central Time
COMMODITY CODE: 91509 **CONFERENCE NUMBER:** (512) 974-9300
PARTICIPANT CODE: 749461
LOCATION: Convention Center Administrative Offices, Conference Room, 500 E. Cesar Chavez, Austin, TX 78701

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Marian Moore
Procurement Specialist III
Phone: (512) 974-2062
E-Mail: marian.moore@austintexas.gov

or

Erika Larsen
Procurement Specialist II
Phone: (512) 974-3127
E-Mail: erika.larsen@austintexas.gov

PROPOSAL DUE PRIOR TO: April 10, 2018 at 2:00 PM Central Time

PROPOSAL OPENING TIME & DATE: April 10, 2018 at 2:00 PM Central Time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 8200 JRH0107REBID	Purchasing Office-Response Enclosed for Solicitation # RFP 8200 JRH0107REBID
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 5 ELECTRONIC COPIES (FLASH DRIVES) OF YOUR RESPONSE
*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	18
EXHIBITS	EXHIBITS A-I	37
0510	EXCEPTIONS CHECKLIST	1
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	9
0601	PROPOSED EQUIPMENT INVENTORY – Complete & return	2
0602	CLIENT REFERENCE DETAIL – Complete & return	3
0603	COMPETITIVE COMMISSION PROPOSAL – Complete & return	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete & return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete & return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete & return if applicable	3

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Freeman Audio Visual, Inc.


Company Address: 4801 Freidrich Lane, Suite 100

City, State, Zip: Austin, TX 78744

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Joab Vera

Title: General Manager

Signature of Officer or Authorized Representative: 

Date: April 10, 2018

Email Address: joab.vera@freeman.com

Phone Number: 512-827-3210

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

**CITY OF AUSTIN
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STANDARD PURCHASE TERMS AND CONDITIONS**

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to marian.moore@austintexas.gov no later than close of business seven (7) business days prior to the Solicitation due date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$500,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage are \$1,000,000 per occurrence and \$2,000,000 aggregate for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.

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- (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Excess Liability:** The minimum bodily injury and property damage per occurrence are \$5,000,000 each occurrence and \$5,000,000 aggregate.
 - v. **All Risk:** Covering improvements, trade fixtures and equipment (including fire, lighting, vandalism, and extended coverage perils) shall be at replacement value.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **PROPOSAL BOND:**
- A. All Offers shall be accompanied by a Proposal Bond in an amount of not less than \$50,000. The Proposal Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
 - B. The Proposal Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Proposal Bond will be returned to the Offeror. The Proposal Bond provided by the next Best Offeror will be retained until a Contract is awarded. All other Proposal Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.
4. **PERFORMANCE BOND:**
- A. The Contractor shall provide a Performance Bond in an amount equal to \$250,000 within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
 - B. The Performance Bond shall remain in effect throughout the first twelve months of the Contract and shall be renewed annually for each respective contract year.

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5. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an term of 60 months..
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Prices are firm and fixed for the first twelve (12) months.

6. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Convention Center Department
Attn:	Accounts Payable
Address	500 East Cesar Chavez
City, State Zip Code	Austin, TX 78701
Email	ACCD.Accts.Payable@austintexas.gov

8. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:
<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

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- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

9. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

10. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

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- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
 - C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
 - D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
11. **ACCD CONTRACTOR AND SUBCONTRACTOR FACILITY ACCESS REQUIREMENTS:**
- A. Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.
 - B. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
 - C. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
 - D. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
 - E. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
 - F. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
 - G. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
 - H. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
 - I. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to

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enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.

- J. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
- K. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
- L. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
- M. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

12. **INTERLOCAL PURCHASING AGREEMENTS:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

13. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Alycia Sparkman

Event and Exhibitor Services Manager, ACCD

(512) 404-4208 or Alycia.Sparkman@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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SECTION 0500 - SCOPE OF WORK
AUDIO VISUAL SERVICES AND RIGGING SERVICES
SOLICITATION NO.: RFP 8200 JRH0107REBID
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1. PURPOSE

The City of Austin ("City") seeks a Contractor to provide **Audio Visual Services** and **Rigging Services** for conventions, consumer shows, conferences, meetings, trade shows, banquets, family entertainment, sporting events, and other events at the Austin Convention Center ("ACC") and the Palmer Events Center ("PEC") (collectively, "ACCD Facilities").

The scope of work consists of providing professional services for both Audio Visual Services and Rigging Services. Services may be provided on an exclusive or non-exclusive basis, as outlined below:

- a) Audio Visual Services at ACC will be provided on a non-exclusive basis, and the Contractor will be marketed by the City as a Preferred Provider.
- b) Audio Visual Services at PEC will be provided on a non-exclusive basis, and the Contractor will be marketed by the City as a Preferred Provider.
- c) Rigging Services at ACC will be provided on an exclusive basis, and the Contractor will be the Exclusive Provider.
- d) Rigging Services at PEC will be provided on a non-exclusive basis, and the Contractor will be marketed by the City as a Preferred Provider.

Benefit of being the A/V and Rigging Provider for ACCD:

- a) ACCD will not charge the Contractor/Client for power affiliated with Client-contracted audio-visual services.
- b) ACCD may grant Contractor early access to the ACCD Facilities on non-contracted days.
- c) Opportunity for Contractor to build intimate knowledge of the ACCD Facilities and build relationships with ACCD teams.
- d) Advantage of building relationships with current and prospective Clients-
- e) ACCD oversight and review of all production rigging.
- f) ACCD will highlight Contractor in ACCD's marketing materials, website, and exhibitor online ordering portal.
- g) ACCD will provide current and prospective ACCD Clients with a Contractor referral.

The Contractor shall pay ACCD a Percentage Commission Fee in exchange for the right and privilege of providing Audio Visual Services and Rigging Service to Clients of ACCD. The work will include providing complete Audio Visual Services and Rigging Services (provided through Contractor's own employees or through direct subcontracting) including equipment rentals, equipment set-up, equipment support, sales, and customer service for ACCD Clients, as well as technical expertise, labor and advice to ACCD staff and clients. Additionally, the Contractor will provide, maintain, and manage all activities associated with the sale, installation, operation, and removal of services and equipment as requested by the Client. Service areas include, but are not limited to, exhibit halls, ballrooms, meeting rooms, lobbies, pre-function areas, designated outdoor event-space, and registration areas of facility.

ACCD will administer the Contract on behalf of the City. ACCD will have active oversight in the day-to-day operations of the Contractor and final authority to direct planning, budgets, and operational issues. The goal is to provide the highest quality, innovative, and cutting-edge Audio Visual Services and Rigging Services for ACCD clients.

2. BACKGROUND

The mission of the ACCD is to provide outstanding facilities and services to our Clients so they can have a positive experience. Additionally, through the hosting of conventions that bring in overnight visitors, we look to maximize the economic opportunities for the City of Austin. It is the goal of the City to secure, enhance, and increase business and to provide an environment that will cause patrons to become repeat Clients of the facilities.

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ACC is one of the most technologically advanced convention centers in the country. Stretching over six city blocks, comprised of 881,400 gross square feet, the ACC offers 247,052 square feet of column free exhibit space divisible into five contiguous halls. The Grand Ballroom is one of the largest in Texas, with 40,510 square feet and enough space for over 3,000 guests and Clients. The ACC has 54 meeting rooms and show offices that offer 58,000 square feet located on all four levels.

PEC is located in a park setting and adjacent to the Long Center for the Performing Arts, which provides a home and venue for performing arts organizations. The PEC is 131,000 square feet, with a 70,000 square foot exhibit area capable of subdivision into two smaller exhibit areas that can be used simultaneously. The facility has two major entrances to serve simultaneous events, one from the north adjoining Riverside Drive and the other adjacent to Barton Springs Road. The PEC is a smaller events type of facility that caters to local public events that are not large enough to utilize the ACC. In addition, there are a series of meeting rooms of approximately 7,000 total square feet used by smaller groups.

ACCD has in-house audio and distributed TV capabilities, as well as computer-dimmed meeting room lighting. These in-house systems are intended for spoken voice reproduction with automated room combining capabilities. All meeting rooms, exhibit halls, ballrooms, and public concourses have sound reinforcement capabilities. All system head end equipment is located in a central A/V room.

The ACCD averaged, over the past five years, approximately 290 events per year with attendance between 1,000 and 17,000 guests over consecutive days. In addition, the ACC provides space to major conventions, consumer shows, trade shows, sporting events, meetings, and galas for the community.

The PEC is host to smaller conventions, trade shows, and a large number of community or civic events. These include arts and crafts shows, antique and memorabilia shows, local trade and technical programs, civic luncheons, local fundraising events, and sporting events. Attendance at these events typically ranges from 500 to 5,000.

Attendance may vary depending upon the type of event, the promotion of the event, and competing local activities. The Contractor shall be prepared to provide Audio Visual Services and Rigging Services at both PEC and ACC to events ranging from 10 guests up to as many as 17,000 guests over consecutive days.

The facilities are open to host events and event-related activities 365-days per-year (including weekends and holidays), generally between 6 am to 12 midnight. The hours of operation are based on the requirements of the Client and may, therefore, vary. The ACCD Director retains final approval on specifics regarding location(s), size, and hours of operation.

3. DEFINITIONS

- 3.1 "Accounting Period" shall refer to each calendar month of an Accounting Year. During this Contract Term, Contractor shall account to ACCD each Accounting Period, or the portion thereof should this contract become effective, expired, or terminated during an Accounting Period, for Gross Revenues and calculated Minimum Annual Fees or Percentage Commission Fees. An Accounting Period begins on the first calendar day of each month and ends on the last calendar day of each month.
- 3.2 "Accounting Year" means the fiscal accounting year of the City, which begins on October 1 and ends on September 30 of the following year, or the portion thereof should this contract become effective during an Accounting Year or expired or terminated before the end of a full Accounting Year.
- 3.3 "Agreement" means this Scope of Work, all exhibits and attachments included in this RFP, Addenda, and sample reports attached hereto.

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- 3.4 "Audio Visual Services" means all Audio Visual Services billed to the Client for consultation, design, package services, labor, AV equipment, and materials including third party and subcontracted services necessary to provide Clients of the ACCD Facilities with: 1) audio and video reinforcement and general paging in the Ballroom, Exhibit Halls, and all Meeting Rooms of the facilities; 2) audio recording in the Ballroom, Exhibit Halls, and Meeting Rooms, including the use of the ACCD Facilities' permanently affixed cabling, amplifiers, input, and patch boards designed for audio reproduction; 3) visual and audio-visual projections, including use of digital video projectors, slide projectors, screens, overhead projectors, film projectors, and all other such equipment; 4) to patch into in-house sound systems and equipment, including public address systems, on the behalf of another audio-visual service provider(s); and 5) other related services provided by Contractor, such as rental of equipment not provided in connection with the services listed above, including spotlights, mixer boards, temporary lighting, headsets, and slide duplications and developing.
- 3.5 "Audio Visual and Rigging Services Fee" or "Services Fee" means the total compensation payable by Contractor to ACCD for the right and privilege to provide Audio Visual Services and Rigging Services to Clients at ACCD Facilities under this Contract, regardless if Services are booked through ACCD or if Services are associated with one of the Contractor's national or travelling accounts.
- 3.6 "Auditor" means the Certified Public Accountant or Firm hired by the City to perform agreed-upon auditing procedures regarding the services provided by the Contractor.
- 3.7 "ACC" means the Austin Convention Center, 500 East Cesar Chavez, Austin, Texas 78701.
- 3.8 "ACCD" means the Austin Convention Center Department, including ACC and PEC.
- 3.9 "ACCD Facilities" means the Austin Convention Center Department facilities, including ACC and PEC.
- 3.10 "City" means the City of Austin, Texas.
- 3.11 "Client" means an association, organization, group, company, or individual leasing any portion of a City Facility. May also be referred to as "Lessee".
- 3.12 "Contractor" means the organization or company contracted to perform services under this Contract.
- 3.13 "Contract Year" means the successive twelve (12) month period of the Contract, commencing on the Effective Date and on each anniversary thereafter.
- 3.14 "Director" means the Director of the Austin Convention Center Department, or designee.
- 3.15 "Department" means the Austin Convention Center Department or its successor.
- 3.16 "Effective Date" means the date this Contract goes into effect, which shall be the date of the last party to sign the Contract.
- 3.17 "Equipment" means any Contractor-owned or Contractor-rented equipment used in the execution of Services.

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- 3.18 "Event Period" means installation (move-in), dismantling (move-out), and show period of Client's event.
- 3.19 "Event Plan" means Audio Visual and Rigging floor plans and event operation plans submitted to ACCD for each event.
- 3.20 "Event-Specific Adjustment" means an adjustment to the Percentage Commission Fee for either Audio Visual and/or Rigging Services for a requested event. These adjustments shall have Director's prior written approval and shall be in accordance with the Commission Proposal Form 0603.
- 3.21 "Exclusive Provider" means that ACCD shall engage the Contractor on an exclusive basis for specified services.
- 3.22 "First Class Service" means maintaining the same or better standard of care, diligence, and professional competency as is customary in the industry for public assembly facilities of the size, type, and purpose of the Austin Convention Center and Palmer Events Center.
- 3.23 "Gross Revenues" means all monies paid or payable to the Contractor for sales made or services rendered at or from the ACCD Facilities or from any other source related directly or indirectly to the Services provided under the Contract, less any City, County, State, or Federal sales tax, gross receipts tax, or other tax that is based upon the price of a good or service and which is directly payable to the taxing authority by the Contractor. These monies shall also include any upcharge levied by Contractor to said source when subcontracting out Equipment or Services and then billing back the actual charge of the subcontractor, plus the upcharge, to the source.
- 3.24 "Marketing Plan" means a plan which clearly demonstrates Contractor's ability to secure, and assist with securing business from ACCD's Clients, its exhibitors, and attendees.
- 3.25 "M/WBE" means a Minority-Owned Business Enterprise or a Woman-Owned Business Enterprise certified by SMBR and as defined in the Code of the City of Austin.
- 3.26 "M/WBE Program" means the City of Austin's Minority-Owned and Women-Owned Business Enterprise Procurement Program, as described in Chapters 2-9A to 2-90 of the Code of the City of Austin.
- 3.27 "SMBR" means the City's Small and Minority Business Resources Department, or its successor. SMBR administers the M/WBE Program.
- 3.28 "PEC" means the Lester E. Palmer Events Center, 900 Barton Springs Road, Austin, Texas 78701.
- 3.29 "Minimum Annual Fee" means the guaranteed minimum Audio Visual and Rigging Services Fee that the Contractor agrees to pay ACCD each Accounting Year. Periods of less than a full Accounting Year shall be prorated.
- 3.30 "Percentage Commission Fee" means the percentage of Gross Revenues that Contractor agrees to pay ACCD on Audio-Visual Services and Rigging Services provided by Contractor to all Clients at ACCD Facilities for each Accounting Year.
- 3.31 "Preferred Provider" means that ACCD will make every effort to educate and inform Clients on the availability of the Contractor's services and equipment. Clients are entitled to engage the service provider of their choice.

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- 3.32 "Preventative Maintenance Schedule" means a written preventative maintenance schedule, which will include a schedule for inspecting, identifying maintenance issues, and repair plans for all Equipment used by Contractor while performing Services at ACCD Facilities.
- 3.33 "Rigger" means an individual(s) employed by the Contractor who is competent, as defined by Occupational Safety and Health Administration (OSHA), to provide Rigging Services and/or use of Rigging Equipment.
- 3.34 "Rigging Services" means all rigging related services billed to Clients, regardless of weight, for consultation, design, and package services, labor, rigging equipment, and materials, including third party and subcontracted services necessary to provide Clients of the ACCD Facilities with Rigging Services. Rigging Services shall be with ACCD staff oversight and in accordance with the ACCD Rigging Guidelines (Exhibit F).. If conflict between Exhibit F and the Contract exists, the more stringent shall apply.
- 3.35 "Rigging Equipment" means all equipment billed to Clients by Contractor, including third party and rental equipment, such as chain hoists, trusses, wire rope, shackles, etc.
- 3.36 "Rigging Labor" means all labor billed to Client for consulting, installation, and removal of services and equipment, including third party and subcontracted labor.
- 3.37 "Services" means Audio Visual Services and/or Rigging Services provided under this Contract, regardless of preferred or exclusive status.
- 3.38 "SPOC" means the Contractor's Single Point of Contact who will oversee all Audio Visual and Rigging Services as provided by the Contractor, including but not limited to, move-in (set-up/installation), the event, and move-out (take-down/uninstall). The SPOC, or Designee, shall have full authority to act on behalf of the Contractor.
- 3.39 "Staffing Schedule" means a written report submitted to the Director which clearly demonstrates the Contractor's staffing coverage, ensuring oversight for installation, event, and event removal.
- 3.40 "Transition Commission" means the Services Fee the Contractor shall continue to pay ACCD during the Transition Period.
- 3.41 "Transition Period" means the period of time the Contractor continues to provide Services to ACCD Clients prior to and after expiration of the Contract. The purpose of the Transition Period is to ensure a smooth transition of Services to a new Contractor (if applicable) with minimal to no disruption to the Client.

4. CONTRACTOR'S RESPONSIBILITIES

4.1 Equipment

- 4.1.1 Contractor's Service and Equipment Rates, and Rental of Equipment for Clients. Contractor shall develop and submit to the Director for review, comments, and approval all equipment rentals, labor, and other rates charged to Clients by the Contractor. ACCD shall have the right to review invoices submitted to Client to verify the discounted rates match up to the approved discount.
- 4.1.2 Required Equipment for Audio Visual Services. The Contractor shall provide Equipment to include, but not limited to microphones, audio mixers, portable audio systems, screens, LCD and Plasma monitors, cameras, projectors (all types), video conferencing, lighting

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elements and equipment, other visual aids (flip charts and markers, easels), and operational support equipment such as equipment carts, appropriate drapes, skirts, and masking, extension cords, connectors, and patch cords required to provide a full array of Audio Visual Services and Rigging Services to the Clients. All Equipment (Contractor-owned and/or rented) shall operate as the manufacturer intended, without the need for makeshift repairs or temporary contrivances. Contractor shall maintain local inventory sufficient to perform most services for Clients. Occasional rental of outside equipment may be required at the sole expense of the Contractor.

- 4.1.3 Required Equipment for Rigging Services. At a minimum, upon execution of the Contract, Contractor shall be capable of providing up to 450 electronic chain hoists (aka motors). In addition, the Contractor shall be able to provide all other Rigging Equipment such as chains, trusses, motor controls, cases, fall protection equipment, straps, harnesses, shackles, steel flex, span sets, carabiners, and all other equipment needed to attach to ceilings and trussing. The type and quality of the equipment provided shall be typical of a major convention center facility (i.e. current technology), and the condition of all Rigging Equipment shall be in good repair and tested, inspected, and certified to the most current version of all applicable local, County, State, Federal, and Manufacturer requirements. In the case of conflict between requirements, the stricter shall apply.
- 4.1.4 Other Equipment. In addition, the Contractor shall provide any support equipment that is necessary for the successful completion of work; this includes, but is not limited to: boom lifts, knuckle lifts, scissor lifts, fork trucks, and scaffolding.
- 4.1.5 Equipment Inventory. The Contractor shall provide all Equipment and supplies necessary to conduct business for which they are contracted. The Contractor shall submit an Equipment Inventory Report in writing, and electronically, semi-annually (twice a Contract Year). Contractor shall maintain this inventory at no cost to ACCD and at a minimum shall include, Audio Visual and Rigging Equipment, supplies, and services as listed in Section 0601 of Contractor's proposal. Title to the Equipment shall remain with Contractor. ACCD shall not be held liable, financially or otherwise, for Equipment that is lost, damaged, or stolen. The Contractor shall reconcile the Equipment upon the expiration, or earlier termination, of the Contract to ensure all Contractor Equipment is accounted for.
- 4.1.6 Equipment Maintenance. The Contractor shall be responsible for the cost and scheduling of maintenance and upkeep of all Contractor-owned equipment. Within thirty (30) business days of Contract execution, the Contractor shall submit to the Director a Preventive Maintenance Schedule for review and approval. Maintenance records for Contractor-owned Equipment shall be available to ACCD within 24-hours notice. Equipment shall be maintained and replaced, at Contractor's cost, as necessary to ensure that it is operational, functional and ready for use at all times. The Contractor shall perform Maintenance according to the Contractor's written Preventive Maintenance Schedule.
- 4.1.7 Equipment Inspection. ACCD shall have the right to inspect and/or test all Equipment, materials, and workmanship during installation, dismantling, or prior to the date when the Equipment is placed in service. The ACCD reserves the right to reject any Equipment or workmanship, which is defective, fails to meet ACCD standards, is not in good repair or has not been tested, inspected or certified. Contractor, at its own expense, shall promptly repair or remove and replace any defective Equipment, materials or workmanship.
- 4.1.8 Transportation. Contractor shall be responsible for the transportation and removal of all its Equipment, at no cost to ACCD, at the conclusion of each event and no later than the time

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of termination of the Client's contract period for which Contractor's Equipment has been utilized.

4.2 Plans

- 4.2.1 Event Plan. The Contractor shall submit to the Director for approval, Audio Visual and Rigging Event Plans, which include floor plans and event operation plans for each event. Rigging Event Plans shall be in accordance with Exhibit F, ACCD Rigging Guidelines. All plans shall be submitted in writing at least 30-calendar days prior to an event's move-in day or at another time mutually agreed to between the Contractor and the Director or designee. Event Plans shall be approved by Director before any Rigging Services can occur. If a deviation from an approved plan is necessary or suggested during move-in, the Director shall be consulted, and his approval gained, so that risk to the City is minimized. Under no circumstance shall the Contractor deviate from an approved plan without prior Director or designee written approval.

4.3 ACCD Events

- 4.3.1 Services Provided for ACCD Events. Should ACCD require the same Services outlined in this agreement, Contractor shall, upon written request from the ACCD, furnish all labor, materials, equipment necessary, or reasonably incidental, to provide Audio Visual Services and Rigging Services for ACCD Events at ACCD Facilities at no additional charge to the City. Immediately following the completion of each occurrence, the Contractor shall submit an accounting of such Services to the Director. The Contractor shall keep a file of services performed and a running total value of all Services performed for ACCD Events through the term of the contract. The value of such Services shall be based on the Contractor's regular schedule of rates (e.g. "rack" rates.). In no case shall the total value under this section exceed fifty thousand dollars (\$50,000.00) per Contract Year.

4.4 ACCD Policies and Procedures

- 4.4.1 Services Policy and Procedure. Contractor agrees to provide Services during the term of this Contract consistent with the Scope of Work. During all operations at ACCD Facilities, Contractor agrees to conduct its duties consistent with the ACCD applicable policies, procedures, and regulations, including those required for managing Audio Visual and Rigging operations in the ACCD Facilities. The Contractor shall submit to the Director for review, comment, and approval any changes or additions to operational procedures or Services.

- 4.4.2 Changes to Scope of Services. If, during the term of this Contract, a material change in the scope of Services, as defined below, is required, planned, or occurs at any ACCD Facility, the Director shall give the Contractor notice of the material change. Within ten (10) business days of such notice, the parties shall meet to begin good faith efforts to amend applicable and allowable terms of this Contract. Following this initial meeting, both parties shall have thirty (30) business days, or other mutually agreeable schedule, to reach an agreement on amended terms. If both parties fail to come to an agreement within the stated, or mutually agreed schedule, either party shall have the right to terminate this Contract upon providing the other party with at least thirty (30) business days' notice. Material Changes may include:

4.4.2.a Expansion of a Department facility, and such expansion requires additional Audio Visual and Rigging Service.

4.4.2.b Closure of a facility.

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- 4.4.2.c Closure of a portion of a facility, if such closure reduces capacity or need for Audio Visual Services and Rigging Services.
- 4.4.2.d Sale or other transfer of a Department facility to a party not controlled or owned by the City.
- 4.4.2.e Acquisition of a new Department venue that requires Audio Visual and Rigging Service.

4.5 Personnel

- 4.5.1 SPOC. The Contractor shall designate a Single Point of Contact (SPOC), who shall be available and on-call 24 hours a day, including weekends and holidays.
 - 4.5.1.a The SPOC shall have a minimum of three (3) years of experience providing Audio Visual and Rigging Services with comparable responsibilities.
 - 4.5.1.b The SPOC and his/her Designee shall be certified by the Entertainment Technician Certification Program (ETCP) for Arena Rigging.
 - 4.5.1.c The Director shall approve Contractor's proposed SPOC throughout the term of the Contract.
 - 4.5.1.d The SPOC or approved designee shall be on site at the ACCD facilities as required by the event schedule, including but not limited to, move-in (set-up/installation), the event, and move-out (take-down/uninstall). The SPOC shall have full authority to act on behalf of the Contractor.
 - 4.5.1.e The SPOC shall manage and oversee all Contractor operations during move-in (set-up/installation), event, and move-out (take-down/uninstall).
 - 4.5.1.f Fourteen (14) calendar days prior to an event move-in for which the Contractor is providing services, the SPOC shall submit to the Director a Staffing Schedule for that event.
 - 4.5.1.g The SPOC shall coordinate all Audio Visual Services and Rigging Services related to ACCD spaces (including event spaces, docks, storage areas or any other entry), with subcontractors, vendors, and/or Contractor's personnel.
 - 4.5.1.h While managing operations during an event, the Contractor's SPOC shall be dedicated to overseeing ACCD-related events and shall not oversee Contractor's operations for other non-ACCD venues.
- 4.5.2 Riggers. The Contractor shall provide Riggers who shall work under the ultimate direction of the SPOC, and the SPOC will be responsible for ensuring compliance with all OSHA requirements. It is preferred that Contractor's Riggers are certified by the Entertainment Technician Certification Program (ETCP) for Arena Rigging. However, the SPOC shall be onsite to oversee the execution of all Rigging Services.
- 4.5.3 Replacement. If ACCD requests a replacement for the SPOC or the certified Rigger, Contractor shall immediately provide a temporary replacement approved by ACCD.
- 4.5.4 First Class Service. The Contractor shall advise its employees, representatives, or Subcontractors to enter and remain on the ACCD Facilities' premises only during events at the ACCD Facilities and for the scheduled times prior to and subsequent to events, and

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only for the purpose of exercising the rights and privileges herein. Contractor shall recruit, employ, and train all employees for a successful operation and shall recruit, engage, and properly manage any subcontractors used to fulfill obligations of the contract. Training of the employees and/or subcontractors shall include the concepts and policies with emphasis on high quality customer service and safety. While working in the ACCD Facilities, Contractor's employees (and employees of subcontractors) shall wear appropriate uniforms and identification badges that will enable Client and Department staff to recognize them as Contractor's staff. The Director will approve uniforms and identification badges.

4.6 Training

4.6.1 Contractor shall provide ACCD personnel with an Orientation Seminar and Equipment Training upon request by the Director. Contractor may be required to provide other training not yet identified or specified within this Scope of Work. Other non-specified training shall be related to the services provided by the Contractor under this Contract. All training shall be provided at no cost to ACCD by Contractor.

4.6.1.a Orientation Seminars. Contractor shall sponsor orientation sessions at times mutually agreed to between the City and the Contractor for ACCD staff to learn about the Contractor's complete range of services, and to provide an opportunity to demonstrate available Audio Visual and Rigging possibilities, and the feasibility of various set-ups using the ACCD Facilities.

4.6.1.b Equipment Training. Contractor shall provide ACCD personnel with training in the use of Contractor owned or rented Equipment upon request by the Director.

4.7 Sales and Marketing

4.7.1 Marketing Plan. The Contractor shall submit a Marketing Plan within thirty (30) business-days of the execution of this Contract and annually upon each anniversary of the Contract, or at the ACCD's request. The Marketing Plan shall clearly demonstrate Contractor's methods to secure, and assist with securing business from ACCD's Clients, its exhibitors, and attendees. The Marketing Plan shall include the steps the Contractor will take to conduct customer satisfaction surveys and follow up on these surveys.

4.7.1.a As part of the Marketing Plan, the Contractor shall submit an overview of marketing resources available to Contractor. These can include, but are not limited to in-house marketing, established contracted marketing services, or shared corporate marketing services.

4.7.1.b The Plan shall include, at a minimum, but not be limited to:

- 4.7.1.b.1 A vision statement
- 4.7.1.b.2 Goals and objectives
- 4.7.1.b.3 Narrative of the role the Contractor expects to play in securing business
- 4.7.1.b.4 Description of a program to evaluate Client satisfaction
- 4.7.1.b.5 Website
- 4.7.1.b.6 Collateral material
- 4.7.1.b.7 Description of unique advantages of utilizing Contractor's services
- 4.7.1.b.8 Narrative on communication with Clients
- 4.7.1.b.9 Pricing strategy
- 4.7.1.b.10 Sales and marketing budget

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4.7.1.c Customer Satisfaction Survey. At a minimum, the customer satisfaction survey shall include three key measurements:

- 4.7.1.c.1 Professionalism
- 4.7.1.c.2 Service
- 4.7.1.c.3 Value

4.8 Other Requirements

4.8.1 Office Space. Contractor, at its sole expense, shall obtain and maintain private office and storage space at a location other than at the ACCD Facilities. The City will have no obligation to provide Contractor with office or storage space in ACCD Facilities or other City-owned facilities.

4.8.2 Transition of Services. Immediately following execution of the Contract, Contractor in coordination with ACCD, shall begin transitioning services from its predecessor to ensure that the Contractor will be able to take over a fully-functioning Audio-Visual Services and Rigging Services operation.

4.8.2.a Unless otherwise agreed to, the Transition of Services shall be completed no later than thirty (30) business-days after Contract execution. Likewise, the Contractor shall agree to provide a Transition Period of services beginning at least one (1) month prior to the expiration of this agreement at no additional cost to ACCD.

4.8.2.b During the Transition Period, the Contractor shall continue to receive the benefits associated with being the provider of Services to ACCD Clients. The Contractor shall continue to pay ACCD a Transition Commission, or Services Fee, up until the end of the Transition Period, as determined by the Director.

4.8.2.c The Contractor shall ensure no disruption of services during the Transition Period.

4.8.3 Use of City Equipment outside of this Agreement. The Contractor shall not use City-owned or City-rented equipment or furnishings that are not expressly permitted under this Contract or that the Contractor has not received the Director's prior written approval to use, including but not limited, material handling equipment, aerial devices, chairs, tables, etc.

4.8.4 Survey Results. The Contractor shall provide the Director a monthly report which summarizes and captures the results of Contractor's Client satisfaction survey. Included in this report the Contractor shall provide a detailed plan to improve satisfaction if results are below 80%.

4.8.5 Other Contractor Agreements. During the term of the Contract, Contractor shall fully disclose and identify any and all new or existing agreements or partnerships that may impact this Agreement, financially, operationally or otherwise.

5. CITY OBLIGATIONS

5.1 Notice to Contractor for Events. The Director will make every effort to give the Contractor advance notice of the time and the nature of all scheduled events and other such information, as is available regarding the Audio Visual and Rigging needs of events. Every effort shall be made by the Director to notify the Contractor of cancellation of previously scheduled events and, when notice has been given by the Director to the Contractor, the City shall assume no liability for such cancellations.

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- 5.2 Marketing Contractor Services. ACCD agrees to refer all prospective Clients to Contractor as the provider of the services as stipulated in this Scope of Work. ACCD does not guarantee sales volume for the proposed services. ACCD will make every effort to assist in educating Clients on the availability of the Contractor's services and equipment, however, Clients are at all times entitled to engage the provider of their choice for those services the Contractor is marketed as Preferred.
- 5.3 Security and Identification. Contractor shall adhere to ACCD's Contractor or Subcontractor Access Requirements as described in Section 0400, Supplemental Purchase Provisions. ACCD's complete Facility Access Policy and Procedures is available upon Contractor's request. ACCD, at its own discretion may provide Contractor's key personnel/employees with ACCD-issued keys, keyless access devices and identification badges. This benefit does not transfer to exhibitors or any other 3rd parties. ACCD retains the sole and final authority on determining the number and types of access devices and badges it will provide to Contractor. Under no circumstance shall Contractor duplicate or pass on to other 3rd parties ACCD-issued access devices or badges. ACCD will invoice Contractor for lost keys, access devices, and identification badges per ACCD policy. In addition, any locks that become compromised due to the loss of a key will be re-keyed or replaced at the discretion of Director, and the resulting financial burden will be borne by Contractor. Lost keys, access devices, and identification badges shall be reported by Contractor immediately to Director.
- 5.4 Parking. Subject to availability of space, ACCD will provide up to five (5) parking access cards for Contractor's key staff for exclusive use during events. Use of parking access cards for personal purposes or when not conducting Contract-related business is not permitted. The Contractor shall reimburse ACCD for all lost parking access cards per ACCD policy and shall pay for all unauthorized use of parking cards at prevailing parking rate.
- 5.5 Utilities and Equipment. ACCD shall provide, at no cost to the Contractor, all available and necessary electrical, water, air conditioning, telecom, patch access, and communication two-way radios required by the Contractor to service the Client. This benefit does not transfer to exhibitors or any other 3rd parties. Contractor shall be given no more than three (3) two-way radios to be used by its key personnel/employees. The Contractor's employees shall check out two-way radios at the start of an employee's shift and check in at the end of the employee's shift. The Contractor's employees shall return radios in the same condition as when checked-out. Contractor shall reimburse ACCD for any lost, missing, or damaged two-way radios.
- 5.6 Storage. ACCD will provide a limited amount of additional, temporary storage space of Contractor's equipment. Storage space will only be available related to specific events and the Contractor shall remove all Contractor Equipment from facility at the conclusion of each event and no later than the time of termination of the Client's contract period. Such space will be allocated by ACCD. ACCD reserves the right to change location of these spaces at its sole discretion, except for the temporary use of ACCD Facilities as necessary for the performance of Contractor's services to Clients. Upon the completion of any event for which Contractor provided services to a Client, Contractor shall return areas used or occupied by Contractor during such event to ACCD in clean, neat, and sanitary condition, and Contractor shall restore and repair any damage to ACCD Facilities caused by Contractor, its agents, employees, Subcontractors, or representatives.
- 5.7 Safety. Contractor shall ensure the highest level of safety in the performance of Contract activities. The Contractor shall provide a verbal report to the Director immediately, and a written report no more than one (1) business day, of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall cooperate with ACCD, providing written documentation and any reports required for ACCD's records. The Contractor shall be responsible for the enforcement of all safety requirements for any work performed under this Agreement. If the

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Contractor fails or refuses to promptly comply with safety requirements, the Director may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

6. PROVISIONS GOVERNING USE OF ACCD FACILITIES

- 6.1 Use of Premises. Contractor agrees to use the ACCD Facilities exclusively to provide Audio Visual Services and Rigging Services described in this Contract and for no other purpose.
- 6.2 Improvements. The parties agree there are no "leasehold improvements" required to be made by Contractor under this Contract and that Contractor shall not make such improvements without the prior written authorization of Director.
- 6.3 City's Right of Entry. Nothing herein contained shall be held to limit or qualify the right of the City to the free and unobstructed use, occupation, and control of the ACCD Facilities and the ingress and egress for itself, City employees, Clients, and the public. Representatives of the City shall have the right to enter, at reasonable times and in a reasonable manner, upon and have access to all spaces occupied by the Contractor.

7. COMPENSATION TO ACCD

- 7.1 Services Fees. In consideration for being granted the right and privilege to provide Audio Visual Services and Rigging Services to Clients at ACCD Facilities, Contractor agrees to pay ACCD during each Accounting Year or upon Contract expiration or termination, Audio Visual Services and Rigging Services Fee the greater of the Minimum Annual Fee and the Percentage Commission Fee to ACCD.
- 7.2 Payment of Services Fees. The Contractor shall pay the Percentage Commission Fee to ACCD within fifteen (15) calendar days after the last day of the Accounting Period.
- 7.3 Minimum Annual Fee. At a minimum, Contractor shall pay ACCD the Minimum Annual Fee for Audio Visual Services and Rigging Services for each Accounting Year. If at the end of an Accounting Year, or upon Contract expiration or termination, the aggregate total of the Percentage Commission Fee paid to ACCD for that Accounting Year does not equal to the Minimum Annual Fee, the Contractor shall pay the difference in full per the payment terms of this Contract. The Minimum Annual Fee shall be in accordance with the Competitive Commission Proposal, Section 0603 and shall be no less than \$250,000.
- 7.4 Percentage Commission Fee. Contractor shall pay ACCD the Percentage Commission Fee for Audio Visual Services and a separate Percentage Commission Fee for Rigging Services. The Percentage Commission Fees shall be paid per each Accounting Period. The Percentage Commission Fees shall be in accordance with the Competitive Proposal, Section 0603 and shall be no less than:

12% for Audio Visual Services
17% for Rigging Services
- 7.5 Event-Specific Adjustments. Contractor may request an adjustment in the Percentage Commission Fees for specific event(s). A maximum of five events per Accounting Year may qualify for the event-specific adjustment. The Contractor's Event-Specific Adjustment shall be no more than five percent more or less than the Percentage Commission Fee; Section 0603. The Director retains final approval (or denial) of Event-Specific Adjustments.

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- 7.5.1 To be granted an adjusted Percentage Commission, the Contractor shall submit to the Director the Event-Specific Adjustment Form (Exhibit G), a list of those event(s) the Contractor would like to have an adjusted Percentage Commission.
- 7.5.1.a The Contractor shall submit the list of event(s) to the Director no later than August 1st of the calendar year and shall include events for the next Accounting Year only.
- 7.5.1.b If Contractor fails to provide the list of event(s) by August 1st, at the Director's discretion, the City may decline any late requests for an Event-Specific Adjustment.
- 7.5.1.c For each event on the list, the Contractor shall include: the name of the event/Client name, the dates of the event, the rates Contractor is charging the Client, the justification/reason for the requested adjustment, and any other information the Contractor deems necessary in support of its request for an adjusted Percentage Commission.
- 7.5.1.d The Director will review the event list and may request additional information from the Contractor or request a change of events listed. The Contractor and Director will discuss the requested changes and once in agreement, the Contractor shall make any necessary changes to the list of events and resubmit the list for final written approval by September 15th.
- 7.5.1.e Any Event-Specific Adjustments to the Percentage Commission, shall be in accordance to the Commission Proposal Form 0603. ACCD shall not accept an adjusted Percentage Commission that is not reflected on the Commission Proposal Form.
- 7.5.1.f ACCD reserves the right to accept or reject all, some, or none of the events on the list. ACCD has the final authority in determining which events are approved or declined for an adjustment in the Percentage Commission Fee.

8. ACCOUNTING AND RECORD KEEPING

- 8.1 Commission Report. Within fifteen (15) calendar-days after the end of each Accounting Period and the end of each Accounting Year or upon Contract expiration or termination, Contractor shall provide to the Director an accounting of Gross Revenues under this Contract for such Accounting Period and Accounting Year. The Contractor shall prepare the accounting in accordance with Generally Accepted Accounting Principles of the United States of America. The Contractor shall prepare the accounting in the form of an Accounting Statement with details broken out by each event for the period and shall include: copies of Client invoices, gross revenue, Audio Visual and Rigging Service Fee (including any subcontractor up-charge) with balances totaled, and any other requested documentation. The Contractor shall tally Audio Visual Services separately from Rigging Services. If the Accounting Statement shows that the Services Fees for such month have otherwise been underpaid, Contractor shall pay ACCD the difference as part of the next Accounting Period's Accounting Statement.
- 8.1.1 The Contractor shall not collect any fee, income, or revenue of any kind from a Client that is not represented on such statements submitted to ACCD. Such fee, income, or revenue will be subject to the commission structure as set forth in the final contract between the ACCD and Contractor.

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- 8.1.2 At a minimum, the Contractor shall include data types as found in Exhibit H, Sample Commission Report in the statement.
- 8.2 Client Billing. Contractor shall be solely responsible to invoice Clients for the amounts due Contractor, including sales tax, for performance of Audio Visual Services and Rigging Services, and to collect such amounts from Client. If the Client disputes the Contractor's charges, the Contractor agrees to use its best, commercially reasonable efforts to resolve such billing dispute with the Client. Under no circumstances shall the City be liable to Contractor for payment of Contractor's charges for performance of Audio Visual Services and Rigging Services for a Client at ACCD Facilities. Nor shall the City be obligated to file suit to collect any amount owed Contractor by a Client. Contractor assumes all risk of payment or collection of its charges.
- 8.2.1 Contractor shall obtain written approval from the Director for all Client discounts greater than twenty-five percent (25%) from published schedule of rates, price quotes for equipment, or services that deviate from approved pricing policies, or quotes which are less than the cost of providing such equipment or services, prior to submitting quotes to Clients. The Contractor shall not subtract from a Client's total invoice any other discounts. This includes the application of such discounts on a line item basis, payment terms, or any other discount in addition to discounts given on Contractor's published schedule of rates. ACCD reserves the right to review and audit Contractor's invoices to a Client at any time and with no prior notice to Contractor.
- 8.2.2 The Contractor shall collect and deposit all proceeds/funds paid by the Client for the operation of Audio Visual Services and Rigging Services in a secure account. Contractor shall maintain accurate records and reports with respect to such proceeds and shall deposit such proceeds into a secure account(s). In so doing, the Contractor shall institute such security and other control procedures as reasonably required, ensuring the accurate accounting and depositing of funds are protected and secure.
- 8.3 Payment. Contractor shall pay all monies due ACCD as stipulated in this Scope of Work. Contractor shall make payment via Electronic Fund Transfer. ACCD will provide Contractor with banking information upon award of a Contract. Alternatively, with ACCD approval, a check in the full amount will be made payable to "City of Austin," and shall be sent to the following address: Attn: Accounts Receivable, Austin Convention Center, P.O. Box 1088, Austin, Texas 78767-1088, or to such other address as ACCD may direct Contractor in writing.
- 8.4 Late Payments. If any payment required to be made by Contractor is not received by ACCD within thirty (30) calendar days of the due date, interest shall accrue at the lesser of one and one half percent (1.5%) per month, or the maximum lawful rate, on the amount outstanding from the payment due date until paid in full. If any check tendered by Contractor in payment of Services Fees or other charges under this Contract is not honored upon presentment by Contractor's Bank, ACCD may, upon notice to Contractor, require all future payment be made by certified check, money order, or other means to ensure payment.
- 8.5 Records. During the term of this Agreement, Contractor shall maintain full and accurate records of all Audio Visual Service and Rigging Service operations, receipts and reports, which records shall be in a form satisfactory and at all times available to the Director. Such records shall be retained by Contractor for a minimum of four (4) years after the expiration or termination of the Agreement.
- 8.6 Underpayment. If the Accounting Statement shows that the Audio Visual and Rigging Service Fee (including subcontractor up charge) or Monthly Commission due ACCD for such accounting period (monthly or annually) have otherwise been underpaid, the Contractor shall pay ACCD the difference during the next Accounting Statement due date. There will be a five percent (5%) penalty

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assessed on the amount of the shortage. Should the amount of underpayment continue to the next Accounting Statement, the penalty will increase by an additional five percent (5%) (total of ten percent (10%) of the shortage). For each Accounting Statement, thereafter in which the underpayment is not corrected and paid, the penalty assessed will continue to increase by five percent (5%). ACCD will prepare an invoice each accounting period for Contractor that details the underpayment and resulting penalties.

- 8.7 Reports. The Contractor shall submit reports including but not limited to, financial reports, operational reports, Contractor's survey reports on the results of its customer satisfaction surveys (including the actions taken to address customer satisfactions surveys with a score less than eighty percent (80%)), accident reports and logs, sales reports, commission reports, equipment maintenance, and other reports as needed. Please see Exhibit I, Schedule of Reports, for a schedule of reports. ACCD may, from time to time, request additional reports related to the services provided under this contract.
- 8.8 Rate Review. On an annual basis, the Contractor shall conduct a review of their rates in relation to industry standards and in relation to similar service providers in competitive national and regional convention center facilities. The Contractor shall submit the Annual Review to ACCD no later than June 1 of each calendar year along with a written justification. Any requests to modify and/or increase rates charged to Clients, if approved by ACCD, will apply only to the following Fiscal year beginning on October 1 of calendar year.
- 8.9 Client Payment. Contractor shall accept major credit cards, company checks, and cash as methods of payment from Clients in U.S. Dollars.
- 8.10 Audits
- 8.10.1 The Contractor shall include the following provision related to audits in all subcontractor agreements entered into in connection with this Contract.
- 8.10.2 Annual Audit Report. The City will hire an Auditor to perform an independent audit related to Contractor's operations. The Auditor will submit the report to the Director by January 31st following each Accounting Year. The Contractor shall provide the Auditor any and all information by the deadlines as requested by the Auditor. In the event that the Contractor cannot provide all of the requested information by the deadline, the Contractor shall immediately notify the Director and the Auditor. The Contractor, the Director and the Auditor shall mutually agree to a new date for submission of requested information. Under no circumstances shall the Contractor delay submission of requested information without the prior approval/arrangement of the Director and the Auditor.
- 8.10.3 Commissions Shortage. In the event the Auditor's report reveals a shortage in commissions due to ACCD for that Accounting Year, the Contractor shall owe interest on the underpaid balance to ACCD at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate. Within thirty (30) calendar days of the Director's request, the Contractor shall provide the Director a written response and an action plan on how and when the shortages will be remedied. The written response shall include a date that the remedy will be completed. The Director will review the written response and if in agreement, will notify the Contractor to proceed with the action plan and associated remedies. If the Director does not agree with the written response, the Director will contact the Contractor to discuss and resolve. The Contractor shall submit a revised written response for Director's approval within fourteen (14) calendar days, or at a time mutually agreed to between the Contractor and the Director.

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9. MISCELLANEOUS PROVISIONS

- 9.1 Non-Exclusivity. Unless otherwise stated in this Scope of Work, it is understood and agreed that nothing in this Contract shall be construed to limit the rights of the City to provide similar services and conduct similar business as those to be performed by Contractor, or preclude ACCD or any of its Clients from contracting with persons other than Contractor for the same or similar services and conditions as provided herein.
- 9.2 Non-Responsibility. The City shall not be held responsible for delays or inconveniences on the part of the Contractor. Itemized billing adjustments by the Client shall be borne by the Contractor only, not the City. Contractor shall be solely responsible for any refunds, payments, or reimbursements to Client due to delays or inconveniences caused by Contractor.
- 9.3 Contractor's Contracts. Contractor shall prepare, at its own expense, such contract forms as may be necessary to provide for the various services, which it may furnish to the Clients. The Director reserves the right to review and approve the form and content of said contracts.
- 9.4 Control of Building. The buildings and premises, including keys thereto, shall at all times be under the control of the Director, or other duly authorized representatives of ACCD, and ACCD shall have the right to enter the premises at all times during the period covered by this Contract.
- 9.5 Storage. In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the ACCD Facilities, either prior to, during, or subsequent to the use of the ACCD Facilities by Contractor hereunder, the City and its officers, agents, and employees shall act solely for the accommodation of Contractor, when possible, and City or its agents, officers, or employees shall not be liable for loss, transport cost, damage, or injury to such property.
- 9.6 Shipping and Receiving (Receipt of ACCD Packages). The Contractor and its employees shall not receive deliveries/packages which are addressed directly to ACCD. The Contractor shall reimburse ACCD for any lost or missing deliveries/packages that the Contractor or its employee received or signed-for on behalf of ACCD.
- 9.7 Obstructions. Unless otherwise given Director written approval, under no circumstances shall Contractor or its agent obstruct any portion of the sidewalks, entries, passageways, vestibules, halls, elevators, escalators, or other access to the premises of ACCD Facilities. Contractor shall be in compliance with all Austin Fire Codes and Regulations when moving in and setting up equipment near or around signed emergency exits and under no circumstances shall Contractor block or obstruct signed emergency exits (lighted or permanent). The doors, windows, skylights, stairways, or openings that reflect or admit light into any portion of the building, including hallways, corridors, passageways, air circulation vents, and house lighting attachments, shall in no way be obstructed by Contractor or its agents. The restrooms, sinks, drains and plumbing system shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers, or other substances shall be thrown therein. If Contractor or its agent(s) is found to be causing any obstruction, Contractor shall remedy the situation immediately upon nonfiction by the Director. Any damage occurring as a result of any misuse of any portion, facility, or equipment of the ACCD Facilities, shall be paid for by Contractor as a reimbursable cost.
- 9.8 Signs and Posters. Contractor shall not permit anything that will tend to injure, mar, or in any manner deface said premises, and will not drive or install, or permit to be driven or installed, any nails, hooks, tacks, or screws into any part of the ACCD Facilities, including parking lots, and will not make or allow to be made any alterations of any kind to said building or any equipment or facilities thereof. Contractor shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters, or cards of any description on any part of the

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premises of the ACCD Facilities, except upon the regular billboards provided for such purpose by ACCD, and Contractor will use, post, or exhibit only such signs as are approved by the Director.

- 9.9 Advertising and Soliciting The City retains the authority to examine and approve or disapprove of any and all aspects of Contractor's advertising, promotional activities, signs, uniforms, insignia, and name related to ACCD Facilities operations. Contractor is permitted and encouraged to engage in such reasonable advertising, solicitation, and promotional activities to realize the full potential of the ACCD Facilities use herein granted. The City may provide a link on ACCD 's web site to Contractor's web site as well as a link to an information page on ACCD 's web site that describes Contractor's service offerings. Contractor may solicit and receive requests to schedule exhibits, conventions, or other activities in the ACCD Facilities provided that all such requests are approved by the ACCD Facilities' scheduling authorities.
- 9.10 Quality of Service. It is the intention of the City that the ACCD Facilities' Audio Visual Service and Rigging Service are of the highest quality attainable. The parties agree that ACCD shall have the power to set standards for and to review and approve or disapprove of Contractor's activities, operations, and conditions which may adversely reflect upon the ACCD Facilities. The City shall have the right to require that any undesirable practices be remedied or discontinued.
- 9.11 Coordination. Contractor shall employ and retain its SPOC at ACCD Facilities during events for which Contractor has been hired to provide Audio Visual Services and Rigging Services. Contractor's managers shall serve as liaison with ACCD staff and Client representatives and shall be empowered to receive and act upon all complaints, suggestions, or requests that may arise from persons attending the event, Client representatives, or ACCD staff. Contractor shall arrange for floor communication units to facilitate service orders or contact with service employees on the exhibit floor. Contractor shall maintain a 24-hour telephone contact number in case of a show or exhibit emergency requiring Contractor's services.
- 9.12 Permits and Licenses. Contractor is responsible, at its own cost and expense, to acquire, maintain, and renew during the entire term of this Contract all permits and licenses which may be required by applicable laws, ordinances, and regulations.
- 9.13 Taxes. Contractor agrees that it will pay any and all lawful taxes upon personal property and improvements and all other lawful taxes levied against the property, income, equipment, or operations of Contractor. Delinquency in maintaining, receiving, and paying any such tax may be cause for termination of this Contract.
- 9.14 Compliance with Laws. Contractor shall comply with OSHA, National Fire Protection Association (NFPA), International Fire Code (IFC), and all other laws of the United States, of the State of Texas, all ordinances of the City of Austin and Travis County, and all rules and regulations established by ACCD and any other authorized officer or department of said entities and Contractor will not suffer or permit to be done anything on ACCD Facility premises in violation of any such laws, ordinances, rules, or regulations during the Term of this Contract.

10. GENERAL REQUIREMENTS

- 10.1 The Contractor shall operate Audio Visual Services and Rigging Services operation in such a manner consistent with Audio Visual Services and Rigging Services operating standards and best practices utilized in the hospitality and public assembly facility industry. Contractor's services shall be of the highest standard of quality.
- 10.2 The City will render decisions on all questions that may arise as to the acceptability of services rendered, levels of staffing, prices, equipment suitability, manner of performance, questions that

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arise as to the interpretation of the terms and conditions and all questions as to the acceptable fulfillment of the Contract.

- 10.3 Contractor warrants and agrees that neither Contractor nor any person or entity under Contractor's control, including but not limited to, an officer, agent, employee, or subcontractor, shall provide any service or conduct any business in ACC or PEC which competes or conflicts with any service or business exclusively provided by the City.

11. APPENDICES/EXHIBITS

Please see the most current revision of Exhibits to this Scope of Work for additional information. Each of these are subject to change throughout the term of the Contract.

Exhibit A:	Audio Visual and Rigging Commission History FY13-17
Exhibit B:	Event and Attendance History PEC and ACC
Exhibit C:	Future Event Bookings (Definite)
Exhibit D:	ACC Floor Plans
Exhibit E:	PEC Floor Plan
Exhibit F:	ACCD Rigging Guidelines
Exhibit G:	Event Specific Adjustment Form
Exhibit H:	Sample Commission Report
Exhibit I:	Schedule of Reports

Section 0510: Exceptions Checklist**Solicitation Number:** RFP 8200 JRH0107REBID

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Place this attachment in Tab 2 of your offer. Copies of this form may be utilized if additional pages are needed.

Indicate:

- ☐ 0300 Standard Purchase Terms & Conditions
- ☐ 0400 Supplemental Purchase Provisions
- ☐ 0500 Scope of Work

Page Number**Section Number****Section Description****Alternative Language:****Justification:**

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1. PROPOSAL FORMAT:

The original copy shall be submitted on 8.5 x 11 inch paper, bound or in a 3-ring binder, shall be clearly labeled as "ORIGINAL" and shall include the original signature of the person authorized to sign on behalf of the Proposer.

The electronic copies shall be exact replicas of the original paper copy. The electronic proposals shall be saved as a single PDF file copy of the original submitted paper proposal.

Provide all details as requested and any additional information Proposer deems necessary for a comprehensive evaluation of proposal. Indicate specific services, products, or relationships with other partners that would add value to the ACCD operation. The proposal itself shall be organized in the following format and informational sequence:

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. Provide a succinct description of why your company is the best qualified choice to provide audio visual and rigging operations at ACCD.

A. **Tab 1 – Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual.

- a. Provide the organizational structure for any Partnerships formed to provide services under this contract. Specifically state how ACCD and ACCD Clients will communicate with the Partnership to request services. Provide a work execution plan articulating how each party of the Partnership will execute the requested services and what percent of the work each party will perform.
- b. Disclose and identify any existing agreements or partnerships Proposer has with a 3rd party that may impact this Agreement, financially, operationally or otherwise. Provide a description of the nature of the agreement or partnership, including the potential impact to ACCD's commission and operations.
- c. List all contracts, with client contact information, in last five (5) years that Proposer has not renewed for any reason and include the reason for loss.

B. **Tab 2 – Authorized Negotiator:** Include name, address, email and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

C. **Tab 3 – City of Austin Purchasing Documents:** Complete and submit the following documents:

- a. Signed Addenda (all pages)
- b. Signed Offer Sheet (pages 1-3)
- c. Section 0510 – Exceptions Checklist
- d. Section 0605 – Local Business Presence Identification Form
- e. Section 0800 – Non-Discrimination and Retaliation Certification
- f. Section 0815 – Living Wages Contractor Certification
- g. Section 0835 – Nonresident Bidder Provision
- h. Section 0840 – Service Disabled Veteran Business Enterprise Preference Form
- i. Section 0900 – Subcontracting/Sub-Consulting Utilization Form
- j. Section 0905 – Subcontracting/Sub-Consulting Utilization Plan (if applicable)

D. **Tab 4 – Proposed Solution and Program:** Demonstrate your understanding of the requirements presented in the Scope of Work of this request for proposal. Describe your technical plan for accomplishing required work listed below. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Provide other information which demonstrates your firm's ability to accomplish the work required. Provide details for both Audio Visual and Rigging Services.

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- a. Sales and Marketing: Provide specific information on a program directed to the continuous marketing and sales of Audio Visual and Rigging Services at ACCD.
 - i. Provide the details and marketing material of any sales campaigns for similar facilities to ACCD at which Proposer currently operates.
 - 1. Specify what marketing resources are regularly available to the Proposer.
 - ii. Provide specific information on a proposed ACCD marketing plan to develop, enhance or increase business, build clientele, and to assist the recruitment of business. Include any reports that relate to sales efforts, such as win/loss, overviews, summaries, or lead source effectiveness.
 - iii. If applicable, describe how Proposer will market the services of any 3rd party service provider/subcontractors Proposer intends to use at ACCD.
- b. Customer Service and Client Satisfaction: Based on Proposer's experience in facilities similar in size and scope to ACCD, provide specific information on tasks, projects, initiatives, programs you have utilized to improve customer services levels in those facilities or how the Proposer ensures customer satisfaction pre, during and post event. Such improvements include, but are not limited to, improving communication with facility staff, building relationships with Clients, securing new Clients, and making operating processes more efficient.
 - i. Describe Proposer's client/customer satisfaction survey methodology, procedures/process, follow-up and reporting.
 - 1. Provide a copy of the customer satisfaction survey submitted to Proposer's Clients.
 - 2. Include copies of reports Proposer uses to evaluate its level of customer service and client satisfaction.
 - 3. Include a detailed description of how Proposer improves satisfaction if results are below 80%, individual results or an event's average satisfaction.
 - ii. Provide specific information on any creative approaches that may be appropriate.
- c. Operations: Provide specific details for both Audio Visual and Rigging Services.
 - i. Include a statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. Include a statement of compliance with terms of this Request for Proposal (RFP).
 - ii. Describe Proposer's method for fulfilling Client orders, include the process of managing an order for equipment and services from initial point of contact through ordering, planning, installation, final invoicing, and collection.
 - 1. If applicable, describe Proposer's expectations and requirements of ACCD to coordinate Client access to Proposer's secure, online/electronic ordering of equipment and services. Include description of how Proposer will implement such a system, including sample forms or screen shots that can accurately portray what the Lessee or exhibitor would be utilizing.
 - iii. Describe how Proposer typically structures and implements a project plan, including major milestones, and provide typical timelines between each milestone of the plan.

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- iv. Provide specific information on how Proposer plans to bill, collect, and record all audio visual and rigging services revenues. For the Successful Proposer, this plan will be subject to review and modification at City's direction, not to be unreasonably imposed.
 - 1. Please describe the overall process as well as the electronic software system utilized.
 - 2. Include samples of client agreements, order forms, and invoices. Identify any charges that are not standard, such as service fees, upcharges, etc.
 - 3. Describe Proposer's process for Client invoice/billing dispute resolution.
- d. Provide a description of Proposer's safety and first aid program, including but not limited to training outline, preventive measures, samples of incident reports and logs, follow up reports, safety equipment utilized, and equipment damage reports. Has Proposer ever been cited for any violation(s) of the Occupational Safety and Health Administration (OSHA)? If yes, explain the violation and how it was resolved.
 - i. Provide OSHA safety record, including all violation records for years 2013 through 2017.
 - ii. Describe how Proposer will at all times, maintain areas Proposer will be providing services, in a clean, professional, and sanitary condition. Describe how Proposer will assist ACCD staff in maintaining an acceptable level of cleanliness in all other (shared) spaces.
- e. Transition Plan: Proposer must provide a transition plan for services at the beginning and end of the contract. This transition plan should be a complete account of the steps that the Proposer will take to ensure that the Proposer will be able to open a fully functioning Audio Visual and Rigging operation no later than 30 days after contract award and the steps the Proposer will take to transfer services to the successful Proposer of the subsequent contract.
 - i. The transition plan should include a timeline which shows each of the steps to be accomplished and the approximate time to accomplish each step; should begin on the contract effective date and end on the day that a fully-functioning audio visual and rigging operation is opened for business at ACCD; should demonstrate a smooth and timely transition for staff and transparent changeover for meeting planners; and should be presented in a narrative form and must include the following elements:
 - 1. specific information on assigning Proposer's Single Point of Contact for the transition plan;
 - 2. specific information on Proposer's transition of staff including notifications, hiring and placement, training and familiarization of facilities, equipment, and services;
 - 3. specific information on training ACCD staff on Proposer's equipment and services;
 - 4. specific information on how Proposer will notify any subcontractor(s) with whom Proposer intends to work;
 - 5. specific information on how Proposer will work with incumbent and ACCD staff to transition services with current and prospective clients;
 - 6. specific information on how the Proposer will work with a subsequent contractor and ACCD staff to transition services with current and prospective clients.
 - 7. a description of work program by tasks, detail the steps proceeding from task 1 to the final task (since actual dates will depend on the date of contract execution, it is acceptable for the Proposer to indicate a number of days or weeks to accomplish the tasks, or to otherwise show the steps the Proposer will perform to be ready to provide services no later than 30 days after contract award);

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8. technical factors that will be considered, and the depth to which each will be addressed;

9. any other detail Proposer feels is relevant which clearly demonstrates Proposer's transition of services will be seamless to ACCD Clients, ensuring no disruption of services.

E. **Tab 5 – Equipment:** Describe Proposer's approach to keeping current with changes in technology. Include a narrative that describes how Proposer's firm maintains awareness of new technology, how it implements new technology/equipment into inventories, and how Proposer's staff is trained in the use of new technology. (New technology includes that which applies to both equipment and procedures/processes). Provide details for both audio visual and rigging services.

a. Describe the training program Proposer will implement to acquaint ACCD staff with Proposer's equipment. Include a suggested outline of such training.

b. Using Section 0601, Proposed Equipment Inventory, provide a proposed listing of all equipment (both audio visual and rigging) that will be available to ACCD Clients.

i. Provide the type, make and model, quantity that will be available in Proposer's inventory and specifically state for each piece whether the equipment is Proposer owned, to be purchased, or rented.

1. Provide Proposer's unit rate ('rack rate') for each piece of equipment.

2. Audio Visual Equipment should include, but not be limited to:

- a. microphones,
- b. audio mixers,
- c. portable audio systems,
- d. screens,
- e. monitors,
- f. cameras,
- g. projectors (all types),
- h. video conferencing,
- i. lighting elements and equipment,
- j. other visual aids (flip charts and markers, easels), and
- k. operational support equipment including but not limited to equipment carts, appropriate drapes, skirts, and masking, extension cords, connectors, and patch cords required for audio visual services

3. Rigging Equipment should include, but not be limited to:

- a. chain hoists,
- b. chains,
- c. trusses,
- d. motor controls,
- e. cases,
- f. fall protection equipment,
- g. straps, harnesses, carabiners, and
- h. aerial lifts.

ii. The following submittal requirements pertain to all equipment, both audio visual and rigging:

1. A complete description of the Proposer's inventory control plan and system.

2. Discuss any special electrical or other utilities Proposer will need to support and operate its equipment and provide services to the Client.

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3. A complete description of the Proposer's repair and maintenance plan, including protocols that will prevent damaged equipment from being provided to ACCD Clients, including any template or form reports used to record repair and maintenance.
4. Proposers will provide a complete description of equipment disposal or recycling methods, keeping in mind the City's goal of minimizing waste sent to landfill.

F. **Tab 6 - Prior Experience:** Provide an overview of your current audio visual and rigging services practice, capabilities, and experience. Describe only relevant experience for personnel who will be actively engaged in the project. Do not include experience unless personnel assigned to this project actively participated. Do not include experience prior to 2007. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished. **Provide details for both audio visual and rigging services.**

- a. Describe specific experience Proposer has in providing audio visual and rigging services at convention centers, major hotels, stadiums/arenas and other large assembly facilities.
- b. Describe Proposer's experience in providing audio visual and rigging services to its most complex clients/accounts and describe why these clients/accounts are considered complex.
- c. Describe any experience Proposer has had within the past five years of managing more than one venue or account in the same city or county (i.e. a convention center, major hotel, stadium/arenas, and other facilities). Indicate the challenges of managing more than one venue or account in the same City and what was done (process, standards, systems, etc.) to address those challenges.
- d. Describe Proposer's experience working in a facility under a commission fee arrangement. Include the sales and revenue Proposer generated while providing audio visual and rigging services for the publicly-owned facility.
- e. Describe and provide examples of the number of current multi-year accounts Proposer has, including the dollar value of the accounts/agreements. Please note the length of time Proposer has had the account(s) under contract and when it is due to expire. Please highlight current ACCD customers and potential new customers for the ACCD.

G. **Tab 7 – References.** Provide references using Section 0602, Client Reference Detail, for a minimum of five (5) current clients/accounts. Reference's operations should be similar in size, scope, and business environment to ACCD and outside of the Austin metropolitan area. For each reference listed, indicate the specific services Proposer provides, the number of years Proposer has operated the account, gross revenue for each of the last three (3) years, the fee or commission structure, and the average age of Proposer's equipment used for that reference.

H. **Tab 8 - Project Management Structure and Personnel:**

- a. Provide a general explanation and chart which specifies project leadership and reporting responsibilities; Describe how the proposer intends to interface with City project management and personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- b. Describe your firm's use of subcontractors and independent contractors, including the decision-making process in using either of these types of labor, for what roles you use this labor, how you verify the skill level of the employees, and how you manage the employees once they are on-site. Regarding subcontractors from whom you rent equipment for use at the Facilities, describe the decision-making process in choosing said subcontractor(s), including how you address the quality of the equipment, and the general nature of the relationship with each subcontractor(s).

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- c. Include names and qualifications of all professional personnel who will be assigned to this Contract and proposed staff for ACCD facilities. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
 - i. Describe the special staff expertise (both corporate staff and proposed staff for ACCD) and their availability in regard to sales and marketing of audio visual and rigging services that Proposer will provide the ACCD.
 - ii. Provide job descriptions, resumes, achievements and certifications for the proposed SPOC and General Manager (or other executive management) that would be placed in Austin. Please identify the candidate(s) for the top position in Austin, along with his or her credentials.
 - iii. Provide a list of all personnel who will supervise rigging services that are certified Entertainment Technician Certification Program (ETCP), Arena Rigging who will be assigned to this Contract. If subcontracting the Rigging Services, provide the firm name(s) as well as the names of the subcontractor ETCP-certified personnel that would be assigned to this project.
- d. Provide an organizational chart detailing all proposed management and hourly positions.
- e. Provide information on proposed minimum staffing guidelines for event types such as:
 - i. general sessions;
 - ii. meeting room utilization;
 - iii. tradeshow or consumer shows;
 - iv. concerts.
- f. Describe Proposer's approach to staffing with regards to positions and numbers of employees.
- g. Describe Proposer's method(s) of offering training and professional development opportunities to employees that would be placed in the ACCD Facilities.
- h. Provide specific information on the availability of Proposer's corporate resources to provide additional assistance in managing large-scale events or multiple events occurring simultaneously.
- I. **Tab 9 - Commission Proposal:** Information described in the following subsections is required from each Proposer. The highest annual fee or percentage commission fee will be awarded the total amount for each category (10 or 12 points respectively), and the other Proposers will be awarded points based upon a ratio compared to the maximum.

Proposers shall submit Section 0603, Competitive Commission Proposal that:

- a. Offers the Austin Convention Center (ACCD) a guaranteed (minimum) Audio Visual and Rigging Services Fee to be paid each Accounting Year for the right and privilege to provide Audio Visual and Rigging Services to Clients at ACCD Facilities under this Contract. To be competitive, Proposers are encouraged to bid more than the minimum required amounts as stated in Section 0500, Compensation to ACCD **(10 points)**.
 - b. Identifies a Commission Percentage Fee on Audio Visual and Rigging Services. To be competitive, Proposers are encouraged to bid more than the minimum required amounts as stated in Section 0500, Compensation to ACCD **(6 points for the highest percentage fee for Audio Visual Services, 6 points for the highest percentage fee for Rigging Services)**.
- J. **Tab 10 - Miscellaneous Submittals**
- a. Describe Proposer's standards, expectations, and philosophy of customer service protocols for audio visual and rigging services, including how those expectations are memorialized (e.g. brochure,

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binder, website). If Proposer maintains a formal customer service program, include an applicable description and/or materials that demonstrate the Proposer's commitment to customer service.

- b. Submit copies of actual Audio Visual and Rigging event plan(s) Proposer has executed (or will execute) for a client. Include a description of the event, expected number of attendees, services provided, and any special considerations taken into account when developing the actual plan. The plan should be comprehensive and should represent the type of plan that will be presented to ACCD Director for approval.
 - c. Provide a copy of the Proposer's human resources manual.
 - d. Provide a description and photos of Proposer's suggested uniform and nametag for employees that will be interacting with Clients and/or visible to the public. ACCD shall have final approval of uniform selection, such approval not to be unreasonably withheld.
- K. **Tab 11 - Expanded Services:** While not a requirement of this RFP, Proposer may submit expanded services which may be similar to, or related to, Audio Visual and Rigging Services for ACCD to consider. Submitting expanded services is for informational purposes only and will not be part of the evaluation, nor will it be automatically included in the resulting Contract. The City may, elect to contract for all, some, or none of the expanded services being offered. These services shall not contain any Contract provisions related to the Audio Visual and Rigging Services or the Fees and Commissions paid to ACCD for Audio Visual and Rigging Services. If submitting expanded services, Proposer should:
- a. Include a comprehensive description of these expanded services, indicating Proposers experience, equipment, and potential additional revenue these services would generate for ACCD.
 - b. Provide a commission proposal for the expanded services. Any commission proposal submitted for expanded services shall be 'stand-alone' and shall not be combined, part of a contract provision, or bundled with the Competitive Commission Proposal submitted by Proposer for Audio Visual and Rigging Services at ACCD.
2. **Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
3. **Service-Disabled Veteran Business Enterprise ("SDVBE"):** Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.
4. **Compliance:** The Proposer agrees to compliance with the terms of this Request for Proposal (RFP) and with all applicable rules and regulations of Federal, State, and Local governing entities.

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5. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
6. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
7. **Travel Expenses:** All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

8. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.
9. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
10. **Evaluation Factors and Award:**
- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- B. **Evaluation Factors:** All Proposals will be evaluated based on the following criteria and maximum point values.

- | | |
|--|------------------|
| a. Proposed Solution and Program (Tab 4) | 20 points |
| b. Equipment (Tab 5) | 10 points |
| c. Prior Experience & References (Tab 6 & Tab 7) | 20 points |
| d. Project Management Structure and Personnel (Tab 8) | 10 points |
| e. Commission Proposal (Tab 9) | 22 points |
| f. Miscellaneous Submittals (Tab 10) | 5 points |
| g. Service-Disabled Veteran Business Enterprise Preference (Tab 3 – Section 0840) | 3 points |
| h. Local Business Presence (Tab 3 – Section 0605) | 10 points |

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

CITY OF AUSTIN
SECTION 0600 - PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
AUDIO VISUAL SERVICES AND RIGGING SERVICES
SOLICITATION NO.: RFP 8200 JRH0107REBID

- C. **Presentations, Demonstrations Optional**: The City will score proposals on the basis of the criteria listed above. The City may select a “short list” of Proposers based on those scores. “Short-listed” Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score “short-listed” proposals as a result, and to make award recommendations on that basis.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Freeman Audio Visual, Inc.	
Physical Address	4801 Freidrich Lane, Suite 100, Austin, TX 78744	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="" type="radio"/> Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas
Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 10th day of April, 2018

CONTRACTOR

Freeman Audio Visual, Inc.

Authorized
Signature



Title

General Manager

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (4) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Joab Vera	Freeman	Prime	Greater than \$14/hour	General Manager
Tim Howell	Freeman	Prime	Greater than \$14/hour	Director of Operations
Christy DeLeon	Freeman	Prime	Greater than \$14/hour	Office Manager
Cheyenne Baker	Freeman	Prime	Greater than \$14/hour	Director of Sales
Darryl Wilson	Freeman	Prime	Greater than \$14/hour	Client Solutions Director
Jeff Kuryak	Freeman	Prime	Greater than \$14/hour	Sr. Client Solutions Mgr.
Pam Brooks	Freeman	Prime	Greater than \$14/hour	Sr. Client Solutions Mgr.

- (5) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (6) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: Freeman Audio Visual, Inc.

Signature of Officer
or Authorized
Representative:



Date: April 10, 2018

Printed Name: Joab Vera

Title: General Manager

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (7) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Fulton Dromgoole	Freeman	Prime	Greater than \$14/hour	IT Specialist
Jared Gomez	Freeman	Prime	Greater than \$14/hour	Show Services Tech
Mike Dodd	Freeman	Prime	Greater than \$14/hour	Show Services Lead
Mike Noth	Freeman	Prime	Greater than \$14/hour	Project Manager
Nathan Crews	Freeman	Prime	Greater than \$14/hour	Lighting Specialist
Phil Sherrod	Freeman	Prime	Greater than \$14/hour	Rigging Supervisor
Raun Allen	Freeman	Prime	Greater than \$14/hour	Audio Specialist

- (8) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (9) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: Freeman Audio Visual, Inc.

Signature of Officer
or Authorized
Representative:


Joab Vera

Date: April 10, 2018

Printed Name:

Joab Vera

Title

General Manager

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (10) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Nick Duran	Freeman	Prime	Greater than \$14/hour	Show Services Sup.
Scotty Warren	Freeman	Prime	Greater than \$14/hour	Labor Control Mgr.
Shawn Meyer	Freeman	Prime	Greater than \$14/hour	Project Manager
Will Solarski	Freeman	Prime	Greater than \$14/hour	Lighting Specialist
Zachary Kahlich	Freeman	Prime	Greater than \$14/hour	Audio Specialist
Ed Galdeano	Freeman	Prime	Greater than \$14/hour	Show Coordinator
Cherise Stricker	Freeman	Prime	Greater than \$14/hour	Show Services Tech

- (11) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.

- (12) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: Freeman Audio Visual, Inc.

Signature of Officer
or Authorized
Representative:



Date: April 10, 2018

Printed Name: Joab Vera

Title: General Manager

Section 0835: Non-Resident Bidder ProvisionsCompany Name Freeman Audio Visual, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: NA Which State: NA

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: NA

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
Freeman Audio Visual, Inc.

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HL (Hispanic), HUB/AL (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: RFP 8200 JRH0107

SOLICITATION TITLE: Audio Visual Services and Rigging Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Freeman Audio Visual, Inc.		
City Vendor ID Code	V00000913236		
Physical Address	4801 Freidrich Lane, Suite 100		
City, State Zip	Austin, TX 78744		
Phone Number	214-623-1328	Email Address	mike.ruddy@freemanco.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <p><u>Joab Vera, General Manager</u> <u>April 10, 2018</u></p> <p>Name and Title of Authorized Representative (Print or Type) Signature/Date</p>			

F R E E M A N

Austin Convention Center

Audio Visual Services and
Rigging Services

April 2018





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Executive Summary

Freeman Audio Visual, Inc. appreciates the opportunity to submit this proposal for the audio visual and rigging services to the Austin Convention Center. Since 1992, Freeman has proudly partnered with the Austin Convention Center to provide audio visual and rigging services to our mutual clients and have developed a vast understanding of what is required to be successful.

Freeman Audio Visual, Inc.'s capabilities and reputation as being a leader in the convention and meetings industry is unmatched. Not only does Freeman Audio Visual, Inc. have an exceptional local sales and operations team, we also have over 100 sales professionals securing national corporate and association contracts. This combination of local and international sales presence will ensure the highest possible capture rate for business coming into the ACCD. Our National Account revenue at the ACCD has been as high as \$6.5 million in a single year and has averaged in excess of \$5.4 million per year for the past five years. To date, Freeman Audio Visual, Inc. has identified \$19.76 million dollars of potential business over the next five years at the Austin Convention Center, of which more than \$7.81 million of that is booked business.

Our continued partnership will pave the way for increased market share for both the Austin Convention Center as well as Freeman Audio Visual, Inc. We are looking forward to the possibilities of even greater revenue growth for the future. Freeman has created ever expanding marketing initiatives to both corporate and association business that targets specific clientele that look at Austin as a destination. In combination with Visit Austin and the City of Austin we will continue to market and promote business to the area and help drive more business to the convention center and surrounding hotels.

During the past 25 years of continuing service to the Austin business community, and the Austin Convention Center, we feel uniquely qualified to execute the scope of work presented in this Request for Proposal. The commitment that Freeman has shown to the Austin business community is unparalleled by any other audio visual provider. We have been a strong advocate for the Austin business community since 1992 and look forward to doing so in the future.

The main points of our proposal that set Freeman apart are:

- Complete understanding of the Scope of Work proven by delivering successful results to ACCD and our Clients
- Well developed processes and procedures to interface and expedite communication between ACCD and Freeman
- Comprehensive customer service program that measures and promotes improvements from customer discovery to service delivery to final invoicing
- Nation's best operations department that is dedicated to our industry and the market
- Unmatched inventory of AV and rigging equipment at the disposal of ACCD
- Proven track record with over 25 years experience servicing the Austin market locally
- Extensive experience with managing and working alongside convention centers and facilities across North America
- Accomplished staff of experienced professionals that live and work locally for the success of the Austin market and the ACCD
- Unrivaled national and local sales team dedicated to the AV and rigging market
- Robust portfolio of national and local accounts and relationships

Our proposal includes an offer of 12% commission on AV services and 17% on rigging services. With our strong book of business and ability to cross-sell products and services with our expo division, Freeman Decorating, we are convinced the ACCD will see substantial revenue. As the market leader in general contracting services both locally and nationally, Freeman Decorating is well positioned to increase the cross-selling revenue opportunities. No other contractor can match the ability to cross-sell products and services at the scale of Freeman.

In closing, at Freeman we believe that the long standing relationships we have developed with the City of Austin puts us in a unique position to understand the needs of our customers. We take pride in being associated with our convention center and have done everything possible to continually represent our fine city in the best light. We would be excited to be able to continue this relationship and continue to bring in events that help everyone in Austin.



Response to RFP

Response to RFP

To ensure that we have responded in the most clear and comprehensive manner possible, our response will address each item listed in the Proposal Preparation Instructions and Evaluation Factors Audio Visual and Rigging Services.

References, herein, to the Austin Convention Center Department shall be referred to as the "ACCD".

References, herein, to Freeman Audio Visual, Inc. shall be referred to as "Freeman".

The original text of the RFP is printed in black, and the Freeman response in blue.

Thank you for considering our response.



Tab 1 –Business Organization

A. Tab 1 - Business Organization:

State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual.

Freeman Audio Visual, Inc.

Corporate Headquarters: 3801 Adler Drive, Suite 150
Dallas, TX 75211

Austin Branch: 4801 Freidrich Lane
Building 1, Suite 100
Austin, TX 78744

Parent company, Freeman, is a privately held corporation, incorporated in Texas in 2003.

- a. Provide the organizational structure for any Partnerships formed to provide services under this contract. Specifically state how ACCD and ACCD Clients will communicate with the Partnership to request services. Provide a work execution plan articulating how each party of the Partnership will execute the requested services and what percent of the work each party will perform.

Freeman is proud to have the ability to be the sole provider of services for ACCD. No Partnerships have been formed or will be formed in order to provide first class service to Clients. By directly dealing with Clients, Freeman can provide expedited response times and interactions that are clear and straightforward to our Clients.

- b. Disclose and identify any existing agreements or partnerships Proposer has with a 3rd party that may impact this Agreement, financially, operationally or otherwise. Provide a description of the nature of the agreement or partnership, including the potential impact to ACCD's commission and operations.

Freeman has the full operational resources to service the contract and does not foresee the need to enter into agreements with any 3rd party throughout the life of the agreement.

- c. List all contracts, with client contact information, in last five (5) years that Proposer has not renewed for any reason and include the reason for loss.

Not applicable.



Tab 2 – Authorized Negotiator

Include name, address, email and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Joab Vera, General Manager
4801 Freidrich Lane, Building 1, Suite 100
Austin, Texas 78744
Email: joab.vera@freeman.com
Phone: 512-827-3210



Tab 4 – Proposed Solutions and Program

Proposed Solution and Program:

Demonstrate your understanding of the requirements presented in the Scope of Work of this request for proposal. Describe your technical plan for accomplishing required work listed below. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Provide other information which demonstrates your firm's ability to accomplish the work required. Provide details for both Audio Visual and Rigging Services.

Freeman Audio Visual, has been chosen the preferred audio visual, and rigging, services provider for the Austin Convention Center for the past 25 years. This incredible tenure has afforded Freeman the ability to work closely with the ACCD staff in developing a structure that has been successful for both parties. As ACCD has grown and expanded, Freeman has also grown and expanded to meet the needs of our Clients. As clients and markets change Freeman has, through our partnership with the ACCD, continually modified and improved how we service the customer and the ACCD. We have learned a lot about our local market and our shared customers through the years. We have found that when Freeman and the ACCD work closely we are able to give the customer an experience that they talk about for a long time. And that is good for Austin business.

The Scope of Work laid out in this Request for Proposal is something that Freeman continually works to deliver each day. We have a strong track record of delivering first class audio visual and rigging services for ACCD Clients at ACCD facilities and beyond.

Our financial package is strong and demonstrates the value of having an audio visual partner that will ensure maximum market share capture.

Always putting the customer first, Freeman has grown, and continues to lead the industry, by listening to customers' needs. We take problem solving one step further and anticipate customer needs. This allows us to often set the standards and best practices of the industry.

Long term relationships aren't easy to come by in business, yet Freeman understands what it takes to solidify the bonds of true partnership. By empowering our employees to make informed, tactical decisions Freeman delivers reliable, consistent problem solving solutions that our customers have come to rely on.

Freeman's visionary foresights, commitment to quality and, above all, high standards of ethics are our winning combination for success.

We value the relationships we have with our partners and are committed to forging new strategic alliances that are critical to our continued evolution. Freeman sees the future of face-to-face marketing and is leading the industry forward. Our vision for strategic growth will ensure not only our success but that of the ACCD and the entire industry. Freeman is unwaveringly committed to making a difference, one person at a time, one interaction at a time - with integrity.

In order to keep pace with the demands of the global economy, changes to how the business world - and individuals - operate and communicate, Freeman must continue to innovate and evolve. We are committed to keeping pace with the ever-changing world and are not content to remain complacent. We have experienced many changes and growth at ACC and PEC and have grown alongside the ACCD to meet the challenges.

Freeman provides a complete range of event services, including overall event design and decor, graphics production, corporate event services, exhibit design, installation and dismantle services, audio visual presentation technologies, theatrical stage rigging and exhibit program management. From planning and design to staging, labor and logistics, we can handle the entire program. Our wide variety of event experiences provide access to an unmatched supply of resources and creativity.

We will achieve a sustainable competitive advantage by providing the most comprehensive range of services and state-of-the-art equipment that is reliable, well maintained and consistent throughout our North American service delivery network.

Our mission is to provide the ACCD and our mutual Clients, a seamless and fully integrated customer approach. We are confident that our vast scope of technology solutions, our aggressive and structured sales approach, a professional and highly skilled staff and exemplary customer service will ensure continued growth of the audio visual and rigging revenues.

Presentation Technology Solutions

Freeman considers the following services to be core competencies and provides all on an in-house basis:

Audio

We offer broadcast and concert-quality systems and specialized packages for every application.

Video

Our video systems include broadcast-quality video production systems, professional video enhancements and image magnification.

Lighting

Our lighting designers can add depth, texture and color to any event with theatrical lighting, intelligent lighting systems, and rigging design and installation. A multitude of different looks can be achieved to create spectacular environmental and stage illumination. Freeman offers highly creative lighting solutions and technical expertise that ensures high-quality, fully functional lighting solutions.

Projection

An important part of any event, we offer brilliant, crystal clear imagery to ensure the customer's message is delivered successfully. We use high-end video projection and display components to support any format or resolution, with computer data projection, LCD and DLP projection options including laser technology. Options are also in place to bring messages to life using PowerPoint, image magnification or any media playback. Additionally, we have solutions for situations where space and light considerations create projection challenges.

Staging

Our event staging specialists deliver dynamic, smoothly executed events using state-of-the-art audio, video and lighting systems. With theatrical scenery, complete in-house design and fabrication, stock stage sets and special effects, we create the distinctive look that will be remembered. Whether the customers' brand is traditional or trendsetting, whether the event accommodates 50 or 50,000, we can design and construct custom environments that bring it to life - while working within the customers' budget.

Overflow-on-Demand

Overflow-on-Demand uses the venue's network to transmit audio and video from one location to any other, allowing any room to serve as an overflow room. All rooms can be ready to send their audio and video to an overflow room at a moment's notice. No attendee need ever be turned away from a session due to capacity constraints.

Audience Response Systems

The Audience Response System (ARS) is a cost-effective interactive tool used in training or delegate polling situations that provide instant reporting and enhance communication with the speaker and audience. For example, audience responses to case studies can guide the direction of a live discussion. Speakers can collect audience responses and integrate them into a live presentation or store them for analysis at a later time. The system also offers a variety of polling possibilities, including yes/no and multiple choice responses.

Multi-Microphone Discussion Systems

The flexible Digimic Multi-Microphone Discussion System can be configured to provide delegate control or technician control and is specifically designed for conference applications in boardroom, classroom or hollow-square style environments.

Press Conferences

Media Sound Distribution Centers (MSDCs) provide broadcast-quality sound reproduction suitable for radio and television audio feeds. The media simply plug into the MSDC avoiding a cluster of press microphones at the podium. Custom podiums, unobtrusive black microphones, logos, lighting and staging services are available to provide a professional press conference environment.

Computer Services

We are a single source for all computer equipment and presentation technology needs. Offering the latest computer equipment for meeting rooms, show management offices, internet kiosks and cafes, general sessions and exhibits, our Microsoft certified technicians and coordinators offer the highest level of service.

Presentation Management

Freeman handles the management of presentations for educational sessions, training meetings and any other event where multiple speakers are involved. We offer advanced presentation submissions from speakers via a secure website or on-site at the Speaker Ready Room. Presentations are transferred via intranet to the presenter's assigned meeting room, thereby minimizing delays and allowing for improved efficiencies during sessions, and better service for speakers.

Exhibit and Trade Show Programs

We offer extensive inventories of the most current state-of-the-art technology for exhibits including intelligent lighting systems, flat screen technology, concert-quality sound systems, high resolution projection systems, large format monitors utilizing LCD/LED technologies at the highest resolutions from 1080p to 4k signals.

Video conferencing

Freeman has provided video conferencing solutions for many different events, from board room style meetings to large plenary sessions.

Rigging

Freeman has been instrumental in the development of theatrical rigging standards that are used throughout the industry today. As a leader in safety, we employ these standards in our equipment maintenance program and our equipment installation procedures.

Freeman represents one source for a full range of facility, theatrical, exhibit and event rigging services. Our specialists have extensive experience in rigging design and execution for every type of specialized rigging project, including signs, trusses, audio systems, lighting components, exhibitry, special display items and theatrical systems.

Freeman has extensive rigging expertise and capabilities through our acquisition of Stage Rigging, Inc. Stage Rigging and Freeman are industry leaders with respect to fall protection and safety standards.

OnlineEvent - Session Capture & Webcasting

OnlineEvent is a service that specializes in media acquisition and online distribution. Freeman's OnlineEvent serves to capture and produce beautiful video footage to any file format, and ultimately monetize the disruption of the content to a global audience. Our strategic, creative and logistics solutions transform face-to-face experiences and extend the value of the live engagement investment for show organizers, corporate event marketers and exhibitors.

- *Our custom built system allows for fast deployment, simplified set-up, and high resolution video and audio recordings.*
- *Resolution and frame rate are definable, depending on the clients' requirements.*
- *Capturing full-motion video or computer graphics has never been more streamlined*
- *State-of-the-art backup systems ensure the project against hardware failure.*
- *System can be remotely monitored via available network, reducing labor requirements.*
- *Video is natively captured at a high-quality AVI. OnlineEvent can then quickly transcode the file to any format that is suitable for the customers' needs.*
- *Rapid turn-around times - in as fast as 24 hours in some cases.*
- *Our specialized team can improve any production using motion graphics, animated text, color correction, advanced audio editing, trims, edits, etc.*



Any file format can be converted and/or compressed to any other file format, dramatically increasing the applications for the final product.

For additional information on OnlineEvent please visit:

<https://www.freeman.com/solutions/services/digital/engagement-tech/onlineevent>

Additional Digital Services

Freeman offers the latest in digital technology making it possible for your customers to manage various aspects of a show or conference more efficiently, easily and profitably. We also provide the support staff to make using it easy. And because we are a Microsoft Certified Gold Partner, Freeman can provide all required hardware and software, along with friendly, professional technical support.

Enablement Technology.

Through a variety of products, tools and services, we provide solutions that drive success for show organizers, meeting planners and exhibitors. We also have the expertise to provide it with peace of mind.

Presentation Management.

Get end-to-end control of digital presentation materials, real-time updates, and easy content distribution all from a single application.

Engagement Technology.

Our technology solutions maximize interaction and engagement among attendees. With these tools, events are brought to life in ways never before possible.

Virtual Events.

With live streaming events, attendees can view and participate around the globe. And, with on-demand streaming, events will live past show dates and serve as an archive.

Wayfinding (IdeaLabs).

Perfect for last-minute changes to sessions or agendas, digital signage and wayfinding technology offer a variety of options, including showcasing sponsors, streaming video, and displaying a social media ticker.

Virtual Reality.

Using a headset with a digital screen, transport attendees to another world and change reality at your event.



Second Screen (FXP | touch).

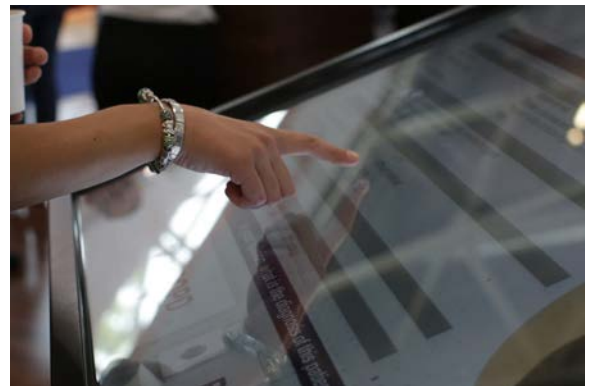
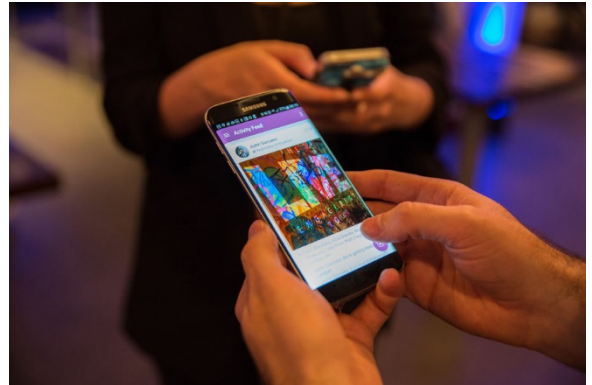
With FXP | touch you get simple, easy-to-use interaction that manages presentations, engages audiences with surveys as well as polling, and displays real-time results.

Mobile Apps (My Event Apps).

These multipurpose mobile apps help both event marketers and attendees optimize event experiences. Features include interactive maps, photo sharing, session check-ins, activity feeds, rate & reviews, agendas & scheduling, and live polling.

Interactive Kiosks & Walls.

Engage attendees with an interactive wall or kiosks. Displays come in various sizes and will attract attendees to activation.



Key advantages to choosing Freeman...

Our People

The mark of a good company rests in their people. At Freeman, our employees are our most valuable asset. Our employee owners differentiate us from being just another service provider, to being a company engaged in the customer experience. Our team of experienced professionals has been carefully selected to ensure their responsiveness and availability to exceed our customers' expectations. We are committed to empowering our employees to carry forth the core values that Freeman was founded on. We are dedicated to our customers' success and providing them with customized solutions.

Our Experience

For the past 25 years, Freeman has worked side by side with the management and staff of the ACCD to build a deep understanding of the understanding the needs of all customers working at the ACCD. We share a long and great history.

Our Customer Focus and Unparalleled Service Standards

Our employees are empowered to make decisions in the best interest of our customers. We don't answer to stockholders or other outsiders. We answer to no one but our Customers.

We recognize how important the customer experience is not only to our customers but to the success of our company and our industry. In the last four years, Freeman has created a cultural shift in our approach to customer service, placing it at the front of our business model and our daily activities. To ensure that our service levels continue to exceed the customers' expectations, an electronic survey is sent to the customer at the conclusion of their event. The survey provides immediate feedback from which we continue to evaluate and reinvest in our customer service standards.

- a. Sales and Marketing: Provide specific information on a program directed to the continuous marketing and sales of audio visual and rigging services at ACCD.

Freeman was founded on the principles of relationship selling. Our focus over the last 42 years has been to develop customer relationships that allow us to enjoy multi-year, multi-city bookings. To that end, our entire culture, business model and mindset have embraced this philosophy.

Freeman's sales efforts are based on strong, fundamental sales principles: early contact regular follow-up, and a consultative selling philosophy. We will work closely with the ACCD sales and marketing team to ensure a timely flow of leads, a co-operative sales approach and maximum market share capture.

- i. Provide the details and marketing material of any sales campaigns for similar facilities to ACCD at which Proposer currently operates.

- 1. Specify what marketing resources are regularly available to the Proposer.

Freeman Sales and Marketing ...

For years Freeman worked closely with the ACCD Sales & Marketing, Convention Services team, and Visit Austin to ensure a cooperative sales approach prior to, during and after the booking process is complete. Our current involvement in the sales process for both ACC and the PEC includes attending site visits, pre-planning meetings, weekly operations meetings, participating in demonstrations and capabilities presentations, etc. We utilize every opportunity to educate potential clients on Freeman's full scope of services. We will continue to adhere to this principle. The sections below give further details including sales and marketing resources and campaigns.

- ii. Provide specific information on a proposed ACCD marketing program to develop, enhance or increase business, build clientele, and to assist the recruitment of business. Include any reports that relate to sales efforts, such as win/loss, overviews, summaries or lead source effectiveness.

In keeping with our cooperative and consultative selling principles we sponsor and produce several local events throughout the year in order to market to potential and existing clients.

In partnership with the ACCD, we produce Southwest Showcase. Southwest Showcase is a yearly event for professionals in the meetings and events industry as well as suppliers. At this yearly gathering Freeman showcases our capabilities and new product offerings to the decision makers that drive business to the area.

SOUTHWEST SHOWCASE

Wednesday ? January 24, 2018
Palmer Events Center

**Southwest Showcase would like to
recognize and thank our 2018 Sponsors!**

Southwest Showcase is proud to announce our sponsors for the 2018 conference, set for Wednesday, January 24 at the Palmer Events Center.

Exclusive Keynote Luncheon Sponsor:



Exclusive Opening Keynote Sponsor:



Diamond Alliance Sponsor:

Expo Support Services, Audio Visual, Conference Decorating & Signage.

F R E E M A N

Freeman also produces a quarterly event labeled Thinking Thursdays. This event is specifically designed for professionals in the meetings and exhibitions industry. It provides education and thought leadership on how to produce successful events, market events, increase attendance, measure ROI, and gauge performance.

FREEMAN


Event Measurement: Leveraging Your Show Data

thinking thursdays


event measurement:
leveraging your data to grow & improve your show

We're surrounded by data, but gathering the right information to really understand our events and make informed decisions is more critical than ever. Not to mention, giving our exhibitors sufficient guidance to feel confident in their buying decisions.

[Please join us](#) as we discuss various techniques in gathering, integrating, and analyzing event data; and explore new approaches and best practices that you can immediately adopt for your own events' success!



Skip Cox
CEO, Exhibit Surveys



Tracy Garcia, CEM
Director | Global Exhibitions, Informa

Admission is complimentary, but space is limited. [Please RSVP](#) to reserve your seat.

Sales Cycle

Freeman has a structured and proven sales approach that is focused on maximizing the capture rate for audio visual revenue in the facility.

Lead Resources: Leads are received from the ACCD and through Freeman's National Sales Group.

To determine specific quantitative sales goals, each business opportunity is qualified and given a classification for its stage in the sales cycle. An estimated gross revenue amount is determined from historical data and industry trends. Leads are then assigned realistic probabilities for closing. Based on this information we are able to accurately forecast our sales performance.

Research: If the client has previously worked with Freeman, our Account Executive will contact the associated Freeman representative to obtain information about the client and discuss a sales strategy.

Freeman utilizes Salesforce.com, a leader in CRM database services, for all lead tracking and follow-up. Using metrics and customized features, we currently track over 50,000 accounts, trade shows, and corporate events. These tools assist us in staying in touch with our customers and potential customers and tracking where they are going.

Initial Contact: After the lead is researched and qualified, contact is generally made from 18 to 24 months in advance of the event. Contact by letter and phone is made introducing Freeman's capabilities. Initially the Freeman sales representative will:

- *Identify key decision makers in the client's organization.*
- *Obtain an overview of AV requirements.*
- *Determine the client's AV budget.*
- *Identify which AV vendor(s) the client has used in the past.*
- *Determine when the organization sends out RFPs for AV services.*
- *Determine the client's timetable and sets a trace date for call-back.*

Once this basic information has been gathered and initial contact is made, each sales opportunity is scheduled for follow-up.

Quotation and Proposal: Freeman will provide timely proposals and detailed estimates when requested by the client. These proposals and estimates can be provided in either electronic or hardcopy formats, whichever is preferred by the client. The proposals will include sales collateral, diagrams and/or links to Freeman's creative galleries when appropriate.

Follow-up and Negotiation: Once our estimate or proposal has been delivered, the Freeman sales representative carefully follows-up to make sure all questions and concerns are addressed. Any hurdles to booking the business are identified and incorporated into our sales strategy.

We will ascertain when we are in a competitive bidding situation and negotiate special discounts, pricing and other incentives when it is necessary to secure the business.

If the client is contracted to a Freeman competitor, we will also market directly to the outside AV or production company to sub-rent our equipment and services. This ensures that ACCD will still receive revenue from events Freeman is not chosen as the main contractor.

Marketing

Freeman has an aggressive, multi-faceted marketing strategy with an extensive annual budget for marketing and sales promotion activities. This permits us to reach a broad base of customers across North America. As a result of our marketing programs, the Freeman brand enjoys the widest recognition of any North American audio visual supplier.

Freeman's media campaign includes advertising in these publications and directories:

- *Exhibitor Magazine*
- *GWSAE Directory*
- *Expo (/AEE) Membership Directory*
- *Convene Magazine*
- *PCMA Preliminary and Annual Meeting Programs*
- *Banner ads and PCMA digital initiatives*
- *MPI Directory*
- *One+*
- *Tradeshaw Executive*
- *Meetings and Conventions*
- *Event Marketer*

As do many of our customers, Freeman maintains memberships in, and actively supports, numerous industry organizations, including:

- American Business Media (ABM)*
- American Society of Association Executives (ASAE)*
- Association of Convention Operations Management (ACOM)*
- Center for Exhibition Industry Research (CEIR)*
- Health Care Exhibitors Assn. (HCEA)*
- Hospitality Sales and Marketing Association International (HSMAI)*
- International Association for Exhibitions & Events (IAEE)*
- Meeting Professionals International (MPI)*
- Professional Convention Management Association (PCMA)*
- Society of Independent Show Organizers (SISO)*
- Strategic Account Management Association (SAMA)*
- Texas Association of Convention Operations Manager (TxACOM)*
- Texas Society of Association Executives (TSAE)*

In addition, Freeman often serves as the audio visual contractor for the three major industry associations at their annual conventions: IAEE, PCMA and MPI. We also frequently produce events for the PCMA Education Foundation and have locally produced the past three years of Global Meeting Industries Day.

Freeman also has a long standing and valuable with Visit Austin. We have partnered with Visit Austin on many projects in order to highlight, market, and promote the City of Austin and all the capabilities of the ACCD facilities. Throughout the years we have developed a true partnership that has allowed us to cooperatively bring business to Austin and the ACCD.

Exhibitor Marketing

Our national exhibitor sales program markets directly to major exhibitors with multiple shows and secures national long-term agreements. We are also active with IAEE on the local and national level giving us valuable exposure to this important target market.

- iii. If applicable, describe how Proposer will market the services of any 3rd party service provider/subcontractors Proposer intends to use at ACCD.

Freeman will not be utilizing 3rd party providers/subcontractors.

- b. Customer Service and Client Satisfaction: Based on Proposer's experience in facilities similar in size and scope to ACCD, provide specific information on tasks, projects, initiatives, or programs you have utilized to improve customer services levels in those facilities. Such improvements include, but are not limited to, improving communication with facility staff, building relationships with Clients, securing new Clients, and making operating processes more efficient.
- i. Describe Proposer's client/customer satisfaction survey methodology, procedures/process, follow-up and reporting.

Customer Service

In the last five years, Freeman has created a cultural shift in our approach to customer service, placing it at the front of our business model and our daily activities.

Freeman's service philosophy is grounded in the belief that we must continually strive to exceed our customers' expectations. We reinforce this culture through continuing education and sharing of customer feedback with our employees to ensure continuous improvement in our service delivery.

Freeman also has numerous programs for individual recognition and reward, such as the following, in which employees are nominated by both management and their peers:

- *Service Heroes*
- *Star of Excellence*
- *Employee of the Quarter*
- *Employee of the Year*

To ensure that our service levels continue to exceed the customers' expectations, an electronic survey is sent to the customer following their event. The responses to these surveys are reviewed by the Account Executive and numerous members of the Freeman Management team. In the event of a negative response, the customer is contacted immediately to discuss and resolve any concerns.

Quality Assurances

We recognize how important the customer experience is, not only to our client but also to the success of our company and our industry. Freeman takes pride in providing the best service in the industry. 'Service Second to None' is one of our core values. We provide an extensive array of communication vehicles for communicating promptly and efficiently with our customers on a 24/7 basis and we are confident we will exceed expectations for prompt, responsive, single-point customer service.

Freeman measures customer satisfaction in several ways. First, we listen to our customers. We also use an automated web-based survey tool that allows our customers to rate our service with regard to customer service, response time, equipment quality, and performance levels.

We monitor our service efficiencies internally through Post Show Reports which are completed by show technicians and submitted through project management. The Post Show Reports are reviewed and addressed during post show meetings by local operations managers, general managers and our Vice President of Operations to ensure consistent responses throughout the company.

As a part of the Post Show reporting, Freeman has established a National Labor Database in which all labor resources are evaluated and tracked to ensure consistent and superior quality in our technical staffing. Data is included for not only Freeman full and part-time employees, but also for persons hired from unions, labor brokers and independent contractors. This tool serves as an invaluable resource for Freeman Sales and Management in selecting and assigning the appropriate technical resources for each event produced.

J.D. Power & Associates Distinguished Certified Contact Center Award

Freeman's Customer Support Center (CSC) has been recognized by the J.D. Power and Associates Distinguished Certified Contact Center ProgramSM each of the last eight years.

J.D. Power certified 8 years in a row

Freeman's Customer Support Center is continuously recognized for providing "an outstanding customer service experience" for the live phone channel.



1. Provide a copy of the customer satisfaction survey submitted to Proposer's Clients.

Freeman's Enhanced Survey System

Freeman's new survey system is live and collecting real-time insights. Surveys use initial customer journey mapping results to inform questions. With many facets to the customer experience, customer feedback helps to keep a pulse on performance and identify areas of opportunity. Customer feedback from the pre-show ordering and on-site phases are combined to provide a holistic view of the customer experience.

customer experience survey – overall experience

Please identify all that apply to you:

- I was onsite at the show
- I placed orders with Freeman for this show
- I am responsible for the invoice for this show
- None of the above

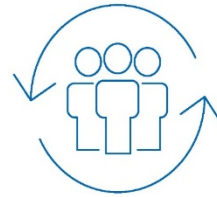
Is there anything you would like to tell us about your experience with Freeman?

How many times have you worked with Freeman Audio Visual?

- This is my first time
- 2 to 3 times
- 4 or more times

How would you rate your overall experience with Freeman Audio Visual?

1 2 3 4 5 6 7 8 9 10
Poor Excellent



customer experience survey – pre-show ordering

How did you place your order with Freeman Audio Visual for this event?

- Through a Freeman representative: Phone, Email, or Online
- On Freeman's website
- I completed and submitted order forms

Thinking about the ordering process, how would you rate the Freeman Audio Visual representative on the following?

Providing a personalized experience

1 2 3 4 5 6 7 8 9 10
Poor Excellent

Being knowledgeable

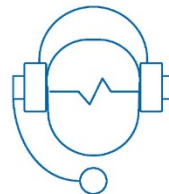
1 2 3 4 5 6 7 8 9 10
Poor Excellent

Responding in a timely manner

1 2 3 4 5 6 7 8 9 10
Poor Excellent

Providing the most appropriate solution for the show

1 2 3 4 5 6 7 8 9 10
Poor Excellent



customer experience survey – on-site delivery

Did you schedule a **delivery** time for your Audio Visual equipment prior to the show?

Yes No

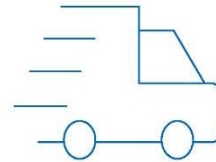
For pre-scheduled appointments, was your Audio Visual order delivered during the pre-scheduled delivery time?

Yes No

Is there a particular Freeman Audio Visual employee you would like to mention?

Yes No

If yes, please provide the employee's name and any comments you would like to share.



customer experience survey – on-site service

How would you rate your Freeman experience **at the show** in terms of the following?

Customer service

1 2 3 4 5 6 7 8 9 10
Poor Excellent

On-site staff

1 2 3 4 5 6 7 8 9 10
Poor Excellent

Responsiveness to your needs

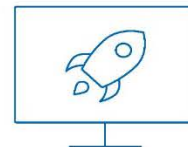
1 2 3 4 5 6 7 8 9 10
Poor Excellent

Receiving exactly what was ordered

1 2 3 4 5 6 7 8 9 10
Poor Excellent

Quality of equipment provided

1 2 3 4 5 6 7 8 9 10
Poor Excellent



customer experience survey – value

How would you rate Freeman Audio Visual in terms of being **easy to do business with**?

1 2 3 4 5 6 7 8 9 10
Poor Excellent

How would you rate Freeman on providing you with a **personalized experience** during the ordering process?

1 2 3 4 5 6 7 8 9 10
Poor Excellent

How would you rate Freeman Audio Visual on the overall **value of products and services** provided?

1 2 3 4 5 6 7 8 9 10
Poor Excellent



customer experience survey – your thoughts...

Thinking about your interaction with Freeman Audio Visual, which of the following best applies to your experience?

- I experienced something extremely positive
- I had a major complaint or problem
- Nothing particularly good or bad happened

Thinking about what was positive, can you tell us what happened?

Comment field

Thinking about the issue(s) you had, can you tell us what happened?

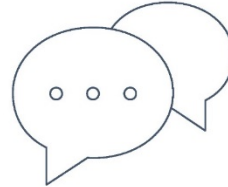
Comment field

Would you like to be contacted by Freeman regarding your experience?

Yes No

If you could tell Freeman's leadership anything, what would it be?

Comment field

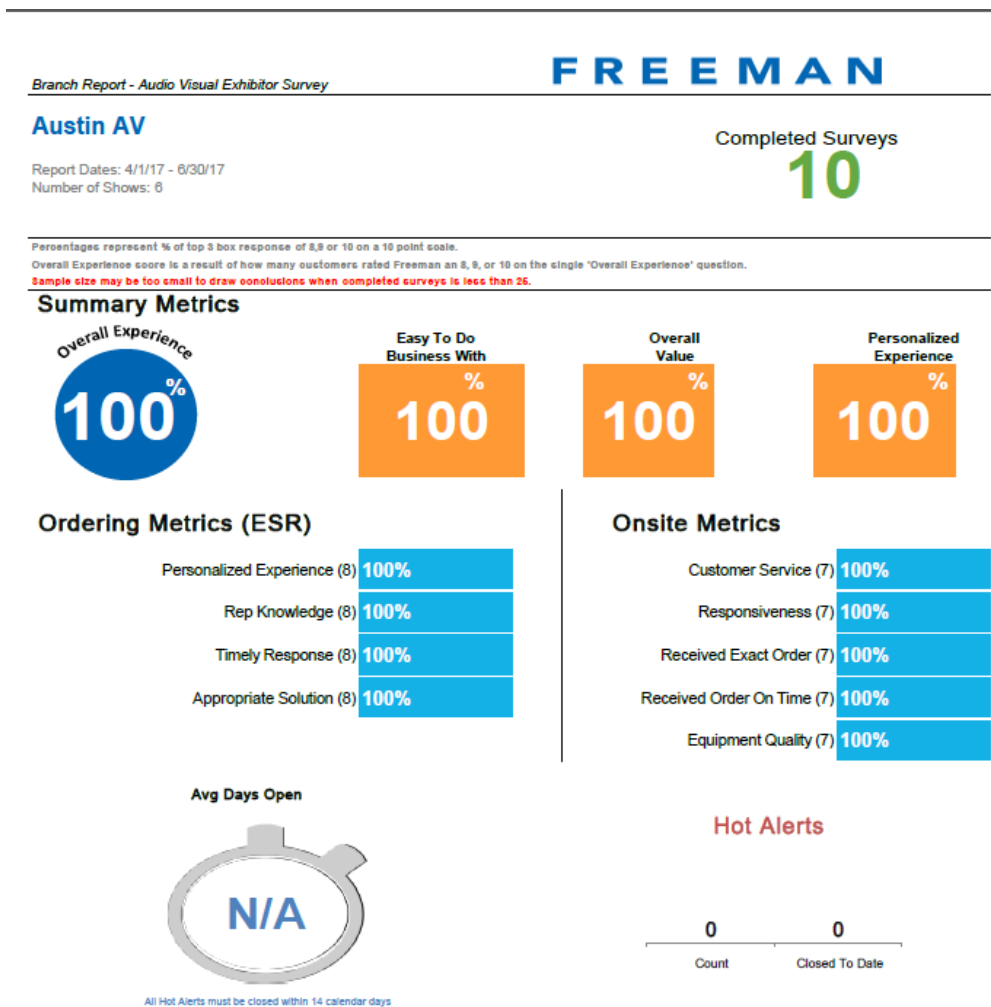


The customer satisfaction survey goes out as an email that directs the customer to the web form where the customer records their responses. The web form can be accessed via any desktop or mobile browser. Additionally, our exhibit customers have the ability to fill out surveys using the iForm application which is available on iOS and Android devices.

2. Include copies of reports Proposer uses to evaluate its level of customer service and client satisfaction.

Reporting

Automatic and on-demand reporting allows us to focus time, energy, and resources where it will be most impactful to our customers. We track the overall experience, while also measuring the individual touchpoints that impact the experience. Reports are bifurcated between exhibitors and show management. This allows us to zero in on the needs of the particular customer category.



3. Include a detailed description of how Proposer improves satisfaction if results are below 80%, individual results or an event's average satisfaction.

Hot Alerts

If a customer issue should arise, Freeman has an immediate response system in place. A negative comment or response to any of the survey questions creates a "Hot Alert". The Hot Alert generates an automatic notification to branch management, division management, and the corporate customer experience team. The goal is to address the concern with the customer within 72 hours of receiving the notification. If the issue is not updated within 72 hours, division management receives a second notification. If the issue is still not resolved and updated by that escalation level within 72 hours, the issue will escalate to the customer experience team and executive leadership. Once the Hot Alert has been addressed and is marked "Closed", the system will trigger a second survey to the customer confirming the customer was satisfied with the resolution of the issue. If the customer was not satisfied, the system will trigger an escalated Hot Alert to executive leadership.

Freeman endeavors to not allow customer dissatisfaction to fall below 80%. Toward that end we are continually focused on customer service and enact preventative measures including internal audits, customer service points as part of our safety talk to start the work day, and discussions during manager meetings on customer service performance.

- ii. Provide specific information on any creative approaches that may be appropriate.

Improvement of Customer Satisfaction

Freeman's Austin branch averages above 90% in customer satisfaction. Our new Customer Viewpoint platform enables in depth analysis of customer feedback so we can uncover key drivers of overall experience and in turn quickly respond to customer needs. We continually seek timely customer feedback and will continue to implement changes that enhance our customers' experience and improve the ease of doing business with Freeman. Additionally, our internal audits focus on the customer experience. The Austin branch is subject to a minimum of three audits a year by independent auditors.

Customer Service Philosophy

The Freeman service philosophy is firmly grounded in the consistent belief that there is nothing more important in business than building long-term relationships with our customers, based on performance, value, and trust. This is what we commit to our customers each and every day:

Understanding:	We will apply our 90 years' experience to understand your business, your needs, and your goals.
Solutions:	We will provide you with an array of technical and creative services, designed to meet your needs.
Value:	We will provide the best quality service at a fair and competitive price.
Assurance:	We will earn your confidence and exceed your expectations – every time we serve you.
People:	You will work with experienced people who are committed to make a difference for your event.

- c. Operations: Provide specific details for both Audio Visual and Rigging Services.
- i. Include a statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

Freeman management will ensure compliance with existing ACCD requirements, all relevant State and Federal Government safety rules and regulations and Local ordinances.

- ii. Describe Proposer's method for fulfilling Client orders, include the process of managing an order for equipment and services from initial point of contact through ordering, planning, installation, final invoicing, and collection.

Show Management

The show management process is best described in section iii below.

Exhibitors

The below pertains the typical exhibit customer.

We place the show on-line 3-6 months prior to the event. All order forms and pertinent show information is placed conveniently for exhibitors to locate.

Show Management can elect to make all services available through Freeman's site referred to as Freeman On-Line, or FOL. Exhibitors can choose to pay through FOL which is fully PCI compliant.

Upon completion of order entry, an Order Summary is emailed directly to the exhibitor. A full order confirmation is then emailed to the exhibitor within 24 hours.

We have included sample Exhibitor Order screen shots for a previous show at ACC:

FREEMAN All What can we help you find? [Contact Us](#) [My Shows](#) [Sharee](#)

Menu **View Cart**

SPICEWORLD

SPICE WORLD AUSTIN

Austin Convention Center / Austin, TX

October 9-11, 2017

Status: Posted

PRE SHOW

20 Days 11 Hrs

Until Discount Price Deadline

Central Standard Time

Welcome to FreemanOnline

Your go-to resource before, during and after your show for ordering a wide range of products and services as well.

Order Products & Services

Browse our complete catalog to order products and services for your booth.

Browse Catalog

Information About the Show

View show schedule, addresses and contact information about the show.

View Show Information

Shipping Your Exhibit

Get your exhibit to the show easily and save money with Freeman Exhibit Transportation.

Estimate Shipping

FREEMAN All What can we help you find? [Contact Us](#) [My Shows](#) [Sharee](#)

Menu **View Cart**

SPICEWORLD

SPICE WORLD AUSTIN

Austin Convention Center / Austin, TX

October 9-11, 2017

HOME / PRODUCTS & SERVICES / AUDIO VISUAL

SELECT YOUR CATEGORY

AUDIO VISUAL

- Order from Previous Shows
- Booth Equipment
- Third Party Ordering

FREEMAN

Audio Visual Services

AUDIO VISUAL

All Audio Visual orders will be charged a Handling Charge of 28% (\$106 Handling Minimum), of the Equipment Subtotal for delivery, set up, and dismantle. State and Sales taxes will be applied if applicable. ** Electrical Services are not included in equipment pricing. Please contact Cassie Malone, your Exhibitor Services Representative at 214.623.1397, for specialty items not listed. *Meeting Room Equipment pricing reflects a one-day rental period. CANCELLATION POLICY: Any Cancellations must be received within 7 days of show open to avoid being charged a one day's rental rate. Cancellations after delivery will result in a day's charge and labor.








Freeman also utilizes custom order forms for inclusion in exhibitor kits and to be sent directly to customers when requested by show management.

We have included a sample exhibitor order form:

FREEMAN
Proud to Serve as Your
Official Audio Visual Provider

1 Day Rate - Sample
2018 Handling Rates
Austin Convention Center
Austin, TX

***Order By: Date (TBD) to Receive Early Order Pricing!**

Exhibiting Company Name:		Booth #:			
	Packages	QTY.	Early Order	Show Rate	Total
	Apple iPad with Floor Stand - White		\$150.00	\$195.00	
	32" Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player		\$360.00	\$468.00	
	42" Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player		\$435.00	\$565.00	
	46" Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player		\$520.00	\$676.00	
	55" Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player		\$725.00	\$942.50	
	Flat Screen Monitors	QTY.	Early Order	Show Rate	Total
	24" Flat Screen - 1080P, with Dell Sound Bar - Choose One: Table Top -or- Wall Mounted		\$145.00	\$188.50	
	32" Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top -or- Wall Mounted		\$240.00	\$312.00	
	42" Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top -or- Wall Mounted		\$320.00	\$416.00	
	46" Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top -or- Wall Mounted		\$395.00	\$513.50	
	55" Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top -or- Wall Mounted		\$600.00	\$780.00	
	60" Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top -or- Wall Mounted		\$700.00	\$910.00	
	70" Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top -or- Wall Mounted		\$900.00	\$1,170.00	
	80" Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top -or- Wall Mounted		\$1,400.00	\$1,820.00	
	Please call for pricing on Flat Screens 90" and larger, LED & LCD Video Wall Options		Please call for pricing!		
	Flat Screen Accessories	QTY.	Early Order	Show Rate	Total
	Mounting Bracket - (32"- 80" Flat Screen) *Only required if providing your own Flat Screen		\$75.00	\$97.50	
	Single Post Stand - (up to 24" Flat Screen; Mounting Bracket Required - Charges May Apply)		\$75.00	\$97.50	
	Dual Post Stand - (32"- 80" Flat Screen; Mounting Bracket Required - Charges May Apply)		\$115.00	\$149.50	
	Touchscreen Displays	QTY.	Early Order	Show Rate	Total
	32" Touchscreen - Choose One: Table Top -or- Wall Mounted		\$400.00	\$520.00	
	46" Touchscreen - Choose One: Table Top -or- Wall Mounted		\$650.00	\$845.00	
	Please call for pricing on Touchscreens 65" and larger		Please call for pricing!		
	Computing	QTY.	Early Order	Show Rate	Total
	Desktop Computer with Monitor (3.2 GHz or faster)		\$140.00	\$182.00	
	Laptop Computer (Core i5/2.5ghz/4GB/300GBHD/DVD)		\$165.00	\$214.50	
	Apple iPad		\$90.00	\$117.00	
	iPad Floor Stand - White		\$75.00	\$97.50	
	Apple 21.5" iMac (Intel Core 2 Duo/3.06 GHz)		\$150.00	\$195.00	
	Apple 15" MacBook Pro (2.3 GHz Quad Core with Thunderbolt)		\$225.00	\$292.50	
	Apple 17" MacBook Pro (2.3 GHz Quad Core with Thunderbolt)		\$275.00	\$357.50	
	Additional Audio Visual Equipment	QTY.	Early Order	Show Rate	Total
	USB Media Player		\$60.00	\$78.00	
	Choose: Blu-ray -or- DVD Player		\$75.00	\$97.50	
	Sound Bar - 2.1 Full Range, with Built-in Subwoofer		\$40.00	\$52.00	
	Small High Performance PA System (2 speakers, 1 Mixer/AMP)		\$165.00	\$214.50	
	Wireless Microphone - Choose One: Handheld -or- Headset -or- Lavalier		\$120.00	\$156.00	
	Quoted Equipment	QTY.	Early Order	Show Rate	Total
*Early order rate is subject to a 30% increase when ordering equipment after Date (TBD).					
Contact Your Freeman Representative		Total Your Order			
Exhibitor Services Rep Info Here		Equipment Sub-Total			
esr@freeman.com		28% Handling Charge (\$108.00 Min) Includes Delivery, Install & Dismantle			
Phone: 000.000.0000		Added Labor to Mount Client Owned Flat Screen to Stand (\$75)			
Fax: 469.621.5620		State Sales Tax (8.25%)			
Online at: www.freeman.com		TOTAL CHARGES:			
		** Please note for Monitor Stand & Mount Rentals:			
		Additional labor may be required to mount client provided monitors			
		** Electrical Services are not included in equipment pricing.			

1. If applicable describe Proposer's expectations and requirements of ACCD to coordinate Client access to Proposer's secure, online/electronic ordering of equipment and services. Include description of how Proposer will implement such a system, including sample forms or screen shots that can accurately portray what the Lessee or exhibitor would be utilizing.

Freeman would welcome the opportunity to offer our products and services through the ACCD website. An embedded link could redirect customers to our Freeman On-Line portal which offers a user-friendly ordering system that is fully PCI compliant to accept secure payments. If awarded the contract, Freeman would work with ACCD Management on interest and viability of such an option.

- iii. Describe how Proposer typically structures and implements a project plan, including major milestones, and provide typical timelines between each milestone of the plan.

Throughout every project, Freeman's Sales and Operations work closely to ensure the successful production of each event. From inception to execution to final invoicing, our departments are in constant communication throughout the process. The following outlines Freeman's standard Event Workflow process:

Stage	Area	Ownership	Task	Standard Deadline Targets
Discovery	All Areas	NSG/CAS Sales and Biz Development	Receive and review RFP	As needed
Discovery	All Areas	NSG/CAS Sales and Biz Development	Set up internal discovery call with AV strategy team (NSG, ESG and Ops) as well as Expo if they have a relationship.	As needed
Discovery	All Areas	NSG/CAS Sales and Biz Development	Set up and execute a discovery call with the client.	As needed
Discovery	All Areas	NSG/CAS Sales and Biz Development	Develop and engage RFP technology response team via the FAVRR in SFDC.	As needed
Discovery	All Areas	NSG/CAS Sales and Biz Development	Assign RFP response team based responsibilities on FAVRR requests. (Studio Blue, ESG and Operations team)	As needed
Resource Request	All Areas	CSM	Create Resource Request within sales force opportunity	As needed
Resource Request	All Areas	ESG	Team leader communicates with CSM to define full scope of work necessary	As needed
Resource Request	All Areas	ESG	Set up a discovery call if necessary to identify deliverables, timelines, and assign tasks	As needed
Resource Request	All Areas	CSM	Supplies show assets to assigned STUDIO blue assigned lead. (Style Guide, Branding Guide, Show Logos, Theme, etc.)	As needed
Resource Request	All Areas	ESG/ Project Management	Team leader assigns individual tasks to ESG Project Management team members (Budget creation, GS CAD Designs, Meeting Room Drawings, Flows, ERF, LWB, SRF)	As needed
Resource Request	All Areas	ESG/ STUDIO blue	Team leader assigns individual tasks to Studio Blue team members (Renderings, Video creation, Graphic Design, Stage Set Design, Scripting, Entertainment)	As needed
Resource Request	All Areas	ESG/ STUDIO blue/ Scenic	Team leader discusses set needs with CSM to define scope of work and internal costs	As needed
Resource Request	All Areas	Digital Services/ Sales Support	Triggers collaboration between CSM and Digital Services Sales support for pricing parameters	As needed
Presentation	All Areas	NSG/CAS Sales and Biz Development	Awarded Presentation Opportunity	Client's timeline
Presentation	All Areas	NSG/CAS Sales and Biz Development	Set up presentation team to include appropriate SMEs to deliver the message in person. This would include executive representation and members from other divisions if relevant.	Client's timeline
Presentation	All Areas	NSG/CAS Sales and Biz Development	Prepare presentation utilizing those relevant personnel and create appropriate delivery method (PowerPoint, video, live demo, etc.)	Client's timeline
Presentation	All Areas	NSG/CAS Sales and Biz Development	Deliver presentation	Client's timeline
Budget Development		CSM/ESG	Budget team builds RFP response and shares & consults with Producing Branch and Experts (Budget, renderings, capabilities documentation)	As needed
Budget Development		CSM/Admin	Submit proposal and job cost analysis to producing branch "AV Budget" e-mail group for branch approval	When changed to proposed
Budget Development		Ops / Digital Services	Reply to CSM with budget review notes, changes, and questions.	Within 48 hours of receipt unless extenuating circumstances
Budget Development		Ops / Digital Services	Send Final Budget Approval to CSM	Within 48 hours of receipt unless extenuating circumstances
Budget Development		CSM / Admin	When contract is signed, secure job number and send booking report to Producing Branch with Final Approved Budget, OR send Business Lost notification	Within 48 hours of signed or lost contract

Stage	Area	Ownership	Task	Standard Deadline Targets	Notes/Questions
Show Development	All Areas	OPS	Create Share Point site and send link to CSM and Branch Managers	Within 24 hours of receipt of Booking Report	
Show Development	All Areas	OPS	Create event in uTRAC	Within 24 hours of receipt of Booking Report or Exhibit Kit	
Show Development	All Areas	CSM/ESG	Budget posted to Share Point, update as show parameters change, and notify "AV Budget (Producing Branch)"	90 Days prior to load in	within 48 hrs. of booking
Show Development	All Areas	CSM/ESG	SRF posted to SharePoint and notify Producing Branch and notify "AV Labor (Producing Branch)"	90 Days prior to load in	
Show Development	All Areas	OPS	Enter shifts in to uTRAC and send requests to booking supervisors	Within 3 business days of receipt of SRF	
Show Development	All Areas	OPS	Assign Equipment Coordinator and Labor Coordinator duties if no dedicated position is assigned.	45 Days prior to load in	
Show Development	All Areas	OPS	Finalize Staffing	60 Days prior to load in	
Show Development	All Areas	OPS	Booking Supervisors update & confirm resources in uTRAC	Within 3 business days of uTRAC request	
Show Development	All Areas	OPS/CSM	Ask CSM to confirm travel dates prior to booking travel; and travel & hotels are arranged (copy all Travel Arrangers)	30 Days prior to load in	
Show Development	All Areas	OPS	Create travel cards in uTRAC	30 Days prior to load in	
Show Development	All Areas	CSM/ESG	Provide Overall Production Schedule to Producing Branch and Venue defining load in, Load out, Security Schedule, and Secured Store Rooms (post document to SharePoint site)	30 Days prior to load in	
Show Development	All Areas	OPS/CSM	Coordinate with CSM best time for Pre-Con Call and send out appointment	30 Days prior to load in	
Show Development	All Areas	OPS/IC	Create, Share, and Distribute R2 order(s) number(s)	Within 5 business days of receipt of Budget	After consultation with CSM/overall PM regarding area breakdown/R2 orders needed
Show Development	All Areas	OPS/CSM	Host Pre-Con Call	10 days prior to load in	
Show Development	All Areas	OPS/CSM	Review X-rental orders and delivery schedule and contacts	Confirmed during pre-con call	
Show Development	All Areas	OPS	Confirm Trucking logistics and finalize Trucking Schedule for Transportation/Logistics	10 days prior to load in	
Show Development	All Areas	Producing Branch Labor Coordinator	Orders Labor from appropriate vendor and submits updated Labor Workbook to Area Leads & CSM	10 Days prior to load in	
Show Development	All Areas	OPS/IC	Post all Packing lists and Final X-rental reports to SharePoint	When Trucks ship	
Show Development	GS	OPS / ESG	Post initial diagrams to event SharePoint site	60 days prior to load in	
Show Development	GS	OPS	PM Submit Initial Equipment Requirements to IC	30 days prior to load in	
Show Development	GS	OPS	Finalize lighting, rigging, electrical and venue floor plans and post to SharePoint and send to venue as necessary	30 days prior to load in	
Show Development	GS	OPS	PM post Production Schedule to Share Point and send to venue	30 days prior to load in	
Show Development	GS	OPS	Specialists review R2 orders, submit updates, and changes and copy PM on all equipment adds not in the budget	21 days prior to load in	
Show Development	GS	OPS	Submit Trucking requirements to Transportation/Logistics Coordinator	21 days prior to load in	
Show Development	GS	OPS	GS Labor Workbook submitted to Producing Branch Labor Coordinator	21 days prior to load in	
Show Development	GS	OPS	Review all R2 orders, Lift Orders, and Cross Rentals to confirm accuracy	14 days prior to load in	
Show Development	GS	OPS	Orders Labor from appropriate vendor and submits updated Labor Workbook and Labor contact info to Prod Mgr	10 days prior to load in	

Stage	Area	Ownership	Task	Standard Deadline Targets	Notes/Questions
Show Development	DS	CSM / ESG	Review staffing and equipment needs with Digital Services and confirm equipment ownership plan	IT Lead assigned immediately	
Show Development	DS	Digital Services	Collaborate with CSM & client to draft Statement of Work document	90 Days prior to load in	
Show Development	DS	Digital Services	Finalize Statement of Work document and post to SharePoint	60 Days prior to load in	
Show Development	DS	Digital Services	Reserves all computers, printers, digital signs, servers and associated cabling when any IT person is assigned to an event	60 Days prior to load in	
Show Development	DS	Digital Services	Submit to venue internet drop requirements, power requirements, and audio patches needed as applicable	60 Days prior to load in	
Show Development	DS	Digital Services	IT Show lead / PM Coordinates Set-up logistics with CSM and Show Coordinator & Production Managers as applicable	45 days prior to load-in	
Show Development	DS	Digital Services	Finalize Staffing	45 Days prior to load in	
Show Development	DS	Digital Services	Submit Trucking requirements to Transportation/Logistics Coordinator	21 days prior to load in	
Show Development	DS	Digital Services	Review all R2 orders, Lift Orders, and Cross Rentals to confirm accuracy	14 days prior to load in	
Show Development	DS	CSM	CSM submits Digital Services Labor Workbook to Producing Branch Labor Coordinator	21 days prior to load in	
Show Development	MR	CSM	Submit Meeting Room drawing requests to In-house PM, Event Services Group, or branch CAD designer (as applicable) AND COPY PRODUCING BRANCH	90 Days prior to load in	
Show Development	MR	ESG	Post Meeting Room diagrams to Event SharePoint	30 days prior to load in	
Show Development	MR	CSM / ESG	Submit Meeting Room Flow Sheets	21 days prior to load in	
Show Development	MR	CSM / ESG	Submit ERF to IC and post on event SharePoint	21 days prior to load in	
Show Development	MR	CSM / ESG	Submit Trucking requirements to Transportation/Logistics Coordinator	21 days prior to load in	
Show Development	MR	CSM / ESG	Submit Meeting Room Labor Workbook	21 days prior to load in	
Show Development	MR	CSM /MRC	Review all R2 orders, Lift Orders, and Cross Rentals to confirm accuracy	14 days prior to load in	

Stage	Area	Ownership	Task	Standard Deadline Targets	Notes/Questions
Show Development	EX	CSM	Submits Exhibitor Kit form to Producing Branch.	90 Days prior to load in	
Show Development	EX	OPS ESR Booking	Assigns ESR to the event and notifies National Exhibitor Services Admin	Within 24 hours of request	
Show Development	EX	National Exhibitor	Creates form and returns it to CSM	Within 72 hours of request	
Show Development	EX	National Exhibitor Services Admin	Uploads form to Freeman Online & sends to Expo after approval from CSM & Show Management	Within 48 hours of approval of form	
Show Development	EX	CSM	Submits Exhibitor List to ESR	90 Days prior to load in	
Show Development	EX	ESR	Solicits potential Exhibitors	90 Days prior to load in	
Show Development	EX	CSM	Secures appropriate equipment storage areas and Service Desk with General Contractor or venue	90 Days prior to load in	
Show Development	EX	CSM	Reviews SRF with Operations to determine if Onsite ESR and dedicated Exhibit Coordinator is required for the show.	45 Days prior to load in	
Show Development	EX	ESR	Processes payment; Enters all confirmed orders into R2	Within 48 hours of receipt of order	
Show Development	EX	ESR	Creates Set and Signs (for each area/event) and post to event SharePoint site.	Weekly on Friday	
Show Development	EX	OPS	Assign Exhibit Coordinator responsibilities to someone on show team	45 Days prior to load in	
Show Development	EX	OPS	Submit Trucking requirements to Transportation/Logistics Coordinator	21 days prior to load in	
Show Development	EX	ESR/EXC	Review Set and Signs with ESR, Discuss ADL implementation, and add Backup, Cable and GAK to R2 order	15 Days prior to load in	
Show Development	EX	EXC	Review all R2 orders, Lift Orders, and Cross Rentals to confirm accuracy	14 days prior to load in	
Show Development	EX	OPS	Create Labor Workbook Exhibits and submits to Labor Coordinator	21 days prior to load in	
Show Development	EX	OPS	Orders Labor from appropriate vendor and submits updated Labor Workbook and Labor contact info to Exhibit Lead	10 Days prior to load in	
Discovery	Ex Sales	Ex Sales	Communication with customer to understand business needs and customer vision	As needed	
Discovery	Ex Sales	Ex Sales/PM	Review customer's technical needs, timelines and budget limitations	As needed	
Discovery	Ex Sales	Ex Sales	Review buying criteria and processes with customer	As needed	
Discovery	Ex Sales	Ex Sales/PM	Set expectations regarding processes and response time with customer	As needed	
Show Development	Ex Sales	Ex Sales	Submit Proposal(s) to Producing Branch for approval	When changed to proposed	
Show Development	Ex Sales	EX Sales	Posts all confirmed Special Project Quotes to SharePoint	Within 24 hours of customer approval	
Show Development	Ex Sales	EX Sales PM	Adds all key leads for Exhibit project to main Show SRF (also non-travel Exhibit team members)	Within 3 days of customer approval of quote	
Show Development	Ex Sales	EX Sales PM	Notifies Producing Branch and show team of Cable pre-lays and equipment delivery schedule.	21 days prior to load in	
Show Development	Ex Sales	EX Sales PM	Submit Trucking requirements to Transportation/Logistics Coordinator	21 days prior to load in	
Show Development	Ex Sales	EX Sales PM	Creates Labor Workbook for Special Projects and posts to SharePoint.	21 days prior to load in	
Show Development	Ex Sales	EX Sales PM	Review all R2 orders, Lift Orders, and Cross Rentals to confirm accuracy	14 days prior to load in	
Show Development	Ex Sales	EX Sales PM	Attend Operations Pre-Con; Reviews load in/out schedule and submits load in/out plan to Operations and Show Team	10 Days prior to load in	
Show Development	Ex Sales	OPS	Orders Labor from appropriate vendor and submits updated Labor Workbook and Labor contact info to Exhibit Project team lead	10 Days prior to load in	

Stage	Area	Ownership	Task	Standard Deadline Targets	Notes/Questions
Show Development	AMR	AMR CSM	Get AMR list from Association CSM	3-6 months prior to load in	
Show Development	AMR	AMR CSM	Notify Producing Branch/OPS of any dead quotes or cancellations	Immediately upon notification	
Show Development	AMR	AMR PM	Add applicable AMR team members to the event SRF	As assigned	
Show Development	AMR	AMR CSM/AMR PM	Discussion with Operations regarding which properties to target (or not target) for AMR Sales	3-6 months prior to load in	
Show Development	AMR	AMR CSM	Submit quote to Branch for approval if quote: Is the 1st quote of event to establish pricing guidelines; Requires PM and/or operator of any kind; or if quote exceeds \$10k."	30 Days prior to load in	
Show Development	AMR	AMR PM	AMR PM post AMR Flow to event SharePoint site	When 1st quote received; then weekly	
Show Development	AMR	AMR PM	Review orders with AMR CSM to determine if dedicated AMR Onsite Project Manager is needed; add to SRF if necessary	45 Days prior to load in	
Show Development	AMR	AMR PM/AMR Onsite PM	Review orders with AMR CSM, Association CSM, AMR Onsite Coordinator, and Branch to determine an execution plan.	30 Days prior to load in	
Show Development	AMR	CSM / ESG	Add AMRs to the appropriate venue Flow sheets	21 days prior to load in	
Show Development	AMR	AMR Onsite Lead	Add additional gear needs to ERF and submit to IC	21 days prior to load in	
Show Development	AMR	AMR PM / AMR Onsite PM	Submit Trucking requirements to Transportation/Logistics Coordinator	21 days prior to load in	
Show Development	AMR	AMR PM / AMR Onsite PM	Add additional labor needed to Labor Workbook and submit to Branch Labor Coordinator	21 days prior to load in	
On Site	All Areas	OPS	Daily actual labor review (for next day), reporting (workbook posted to Share Point), and submitted (IATSE Payroll)	Daily	
On Site	All Areas	OPS	Daily Customer Service/Safety Talk and/or Huddle	Daily	
On Site	All Areas	OPS	Crew Sign in/Safety Sign in and post to SharePoint	Daily	
On Site	All Areas	OPS	Submit email to BAD@freemanco.com when bad gear discovered (with comprehensive description of issue)	Immediately	
On Site	All Areas	CSM / OPS	Load out meeting - verification of trucking, dock space confirmation, location, times, labor, shipping, etc. Include GS, MR, EX, DS, Labor, all areas!	2nd show day (or earlier if necessary)	
On Site	EX	ESR	Exhibit onsite orders payment processed by ESR	Immediately	
On Site	AMR	AMR CSM / ESR	AMR onsite orders payment processed by AMR CSM (if on site) or ESR	Immediately	

Stage	Area	Ownership	Task	Standard Deadline Targets	Notes/Questions
Post Show	All Areas	CSM / OPS / DS	Post Show Report Submitted	Within 7 days after close of show	
Post Show	All Areas	CSM / OPS	Labor evaluation submitted to "FAV Labor"	Within 7 days after close of show	
Post Show	All Areas	CSM / OPS	Recording standards sign off sheet	Within 7 days after close of show	
Post Show	All Areas	OPS	All Event Media/Recordings uploaded to (location TBD)	Within 7 days after close of show	
Post Show	All Areas	OPS	All shifts marked as "Worked" in uTRAC	Within 7 days after close of show	
Post Show	All Areas	OPS	Post-Show report review and followed up	Within 24 hours	
Post Show	All Areas	CSM / Admin	Final invoice sent to producing branch "AV Budget" e-mail group for review before being sent to customer	By close of month	
Post Show	All Areas	OPS	Send approval to CSM with notes/changes if needed	Within 72 hours	
Post Show	All Areas	CSM	Schedule Debrief (as needed)	Within 14 days after 1st show reconciliation	
Post Show	EX Sales	EX Sales CSM	Complete invoicing	Within 3 business days after close of show	
Post Show	AMR	AMR CSM	Complete invoicing	Within 3 business days after close of show	
Post Show	EX	ESR	Invoice & Recap completed	Within 5 business days after close of show; or 3 business days if end of the month or Hanley Wood event	

- iv. Provide specific information on how Proposer plans to bill, collect, and record all audio visual and rigging services revenues. For the Successful Proposer, this plan will be subject to review and modification at City's direction, not to be unreasonably imposed.
1. Please describe the overall process as well as the electronic software system utilized.
 2. Include samples of client agreements, order forms, and invoices. Identify any charges that are not standard, such as service fees, upcharges, etc.
 3. Describe Proposer's process for Client invoice/billing dispute resolution.

Freeman prides itself on strong administrative systems and support to provide accurate and detailed information to our customers - from the initial proposal stage to their final billing. The following outlines the Freeman process:

- *Clients are contacted by a Freeman Account Executive prior to their event to discuss their audio visual needs.*
- *The Freeman Account Executive then prepares and sends a detailed, custom proposal and estimate document.*
- *The Account Executive will then follow up with the customer to discuss any questions or changes to the proposal and prepare a revised estimate if required.*
- *After successful negotiation and acceptance of our proposal, the Freeman representative maintains preshow contact, further determines customer requirements and maintains ongoing coordination with the Freeman Operations Department throughout event production.*
- *The Account Executive maintains customer contact on show site to ensure successful production of their event.*
- *The Account Executive contacts the customer after their event to addresses any questions before documentation is submitted to Freeman Accounting for invoicing.*
- *The Account Executive works closely with the Freeman administrative staff to ensure that the final billing is prepared in a timely manner and the customer receives an accurate and detailed breakdown of charges.*
- *To ensure that our service levels continue to exceed the customers' expectations, an electronic survey is sent to the customer following their event.*

Electronic Software

Freeman has invested and continues to invest in software platforms that ensure a customers are tracked, billed, and serviced properly. These platforms include:

- SalesForce.com—industry leading CRM platform used to track customers
- R2—inventory tracking and invoice generating platform used to record every piece of equipment utilized by a particular event or customer
- VectorWorks—industry standard CAD program used to plan and calculate room layouts and rigging plans
- SAP—industry leading ERP platform used for accounting, procurement, HR management, and other
- Kronos—time and attendance program used for accurate labor tracking
- Box.com—used as file collaboration platform both internally and with customers
- uTRAC—workforce management application used to schedule employees and capture performance feedback

Agreements/Order Forms/Invoices

The typical process involves Freeman Sales working directly with the customer on their needs. Before a proposal is submitted Sales will involve Operations to ensure all necessary items are included. This prevents unexpected changes to invoices. The final invoice is not submitted until the Sales has reviewed with Operations on any on-sight changes and the customer has been aware of the changes to invoice from the proposal. The invoice and proposal have the same format and layout in order to ensure transparency and customer understanding of all charges. Included with the invoice is a summary invoice if the customer prefers to reference a simple breakdown of equipment, labor, and applicable taxes.

The following is a sample of an invoice:

Freeman provides the ACCD comprehensive monthly recaps of all billing. The data provided in the reports for each invoice generated is as follows:

- *Customer name*
- *Charges billed (broken down by taxable and non-taxable)*
- *Charges broken down by AV revenue and rigging revenue*
- *Commission due*
- *Credits, if any, issued during the reporting period.*

Dispute Resolution

Freeman strives to make proposals and invoices as clear and understandable as possible. This greatly reduces the occurrence of invoice disputes. With the careful tracking of equipment use through our R2 system and labor usage through Kronos and internal processes, we can often show customers documentation on variances from proposal to invoice. Typically, these variances are known and discussed by Sales with the customer prior to invoicing. If disputes should occur despite our best efforts, the Sales person works with the Director of Sales and General Manager on how to best resolve the dispute.

- d. Provide a description of Proposer's safety and first aid program, including but not limited to training outline, preventive measures, samples of incident reports and logs, follow up reports, safety equipment utilized, and equipment damage reports. Has Proposer ever been cited for any violation(s) of the Occupational Safety and Health Administration (OSHA)? If yes, explain the violation and how it was resolved.

Freeman has a corporate Risk Management Department that provides direction, manuals, standard procedures and best practices. The Austin branch has a safety coordinator on staff who ensure that procedures are followed and aids in prevention, education, and training initiatives. The safety coordinator is also tasked with holding monthly Safety Committee meetings which focus on prevention, accident review, and increasing awareness.

Freeman has led the industry in many safety areas. Included in all our "show boxes" is a first-aid kit. Show boxes are road cases that are sent to all work areas with typically needed materials. All personnel working with an active rigging environment are required to wear hard-hats. All equipment that is not operating properly can be instantly taken off-line by scanning it and submitting to Operations.

The Freeman Austin branch has never been cited for an OSHA violation whether on-site or at our facility.

The work day of every crew begins with a "Safety Talk". The following pages detail the contents:

Freeman AV Customer Service & Safety Talk

Show:		
Date:		
Supervisor:		

• LOAD-IN & SETUP

Print and Post the Freeman Show Site Conduct and Appearance Policy.

Introduce yourself by name and position, introduce any assists (if applicable), introduce the ESR / AE when they are present. Explain what the show is, and who our customers are. Thank the crew for coming in today!

We will work together to provide a clean & safe work environment for everyone by preventing personal injuries and avoiding loss or damage to equipment and property by following these work rules.

Our current Service Standard is: _____

In your own words, tie this Monthly Service Standard in to the work to be completed today. Note our service signs. Discuss the Show Site Conduct and Appearance Policy in detail.

In case of a fire or some other form of emergency evacuation, please meet us _____.

In the event of a serious accident, please call the facilities Emergency Response Unit immediately. That number is _____.

Report all accidents, near misses, damages to the venue or booth property, broken equipment, and unsafe work conditions immediately to me.

For your own safety as well as those working around you: Be aware, stay alert, and remain on the lookout at all times. Horseplay will not be tolerated. Limit cell phone usage or texting to break times.

Being under the influence of or possession of drugs or alcohol is strictly prohibited. This includes being unfit for work due to having a hangover.

Be especially careful in aisles and around dock doors for vehicle traffic such as forklifts, carts, trucks, and lifts.

Observe and obey all posted safety rules and safety signs throughout the building.

Smoke in designated areas only and observe all "No Smoking" signs where posted.

Never jump from loading docks, ladders, stairs, stages or other elevated locations. Do not over-reach on ladders, or climb the safety rails of lifts.

Be cautious when moving stacked or heavy loads, ask for help when needed. Offer help to others when needed. Do not overload carts or cases, be sure you can stop suddenly and steer safely.

If you are not sure of something or do not understand instructions completely, PLEASE ASK. Do not assume.

Handle Flat Panels and Plasmas with extreme care. Do not scratch the front glass with your belt buckles, zippers, jewelry or buttons.

Be conscious of theft. Stage and set gear only when and where requested, full cases should be in a secured area at all times. Be sure cages are left locked.

As soon as your assigned task is completed, please check back with me or your area lead for your next assignment.

Treat each other and all equipment with the utmost care and respect.

Customer Service is vitally important to Freeman and to me. You are a big part of helping us deliver that to our clients, and you represent the Freeman name in your words and actions. Watch your language.

Practice the 10/5 rule by making eye contact with customers at a range of 10 feet, and provide a smile or brief and polite verbal greeting at 5 feet.

Freeman AV Customer Service & Safety Talk

Show: _____

Date: _____

Supervisor: _____

• SHOW DAYS

_____ In case of a fire or some other form of emergency evacuation, please meet us _____.

_____ In the event of a serious accident, please call the facilities Emergency Response Unit immediately. That number is _____.

_____ Report all accidents, near misses, damages to the venue or booth property, broken equipment, and unsafe work conditions immediately to me.

_____ For your own safety as well as those working around you: Be aware, stay alert, and remain on the lookout at all times. Horseplay will not be tolerated. Limit cell phone usage or texting to break times.

_____ Always greet a customer with a smile and positive attitude. Listen to their needs, offering solutions and showing respect.

_____ If there is ever a problem or issue with a customer, please contact me immediately so we can work together to resolve the issue.

_____ Practice good "housekeeping" in our work area, keeping it clean and free from debris & trash. A trash can has been provided, please use it. Recycle where available and applicable.

_____ Picking up "Show Swag" (including food / drinks) from the show floor or exhibitors is strictly prohibited. This does include "trash" left behind at the end of the show.

_____ Observe and obey all posted safety rules and safety signs throughout the building.

_____ Smoke in designated areas only and observe all "No Smoking" signs where posted.

_____ First Aid Kits are located in work boxes. Injuries should still be reported to me.

_____ When operating an event, keep your eyes and mind on the work. No sleeping, texting, chatting, playing or working on laptop, reading a book, paper, e-reader or magazine, participating in any discussions, or anything else that might give the impression you are there to do anything else but work and provide service when required.

_____ Be conscious of theft. Stage and set gear only when and where requested, full cases should be in a secured area at all times. Be sure cages are left locked.

Pick 1-3 applicable AV Standards to go over with the crew. These should not be the same ones discussed during set up. Be sure to focus on neatness and cleanliness of setup.

Discuss the Show Site Conduct and Appearance Policy in detail.

Communicate your expectations of continued good behavior, lay out the plans and goals for the day, including approximate break times. Share information, equipment lists and drawings as needed. Be specific about the required paperwork, signatures, and Exhibits Operations process. Thank the crew again for coming in today!

- i. Provide OSHA safety record, including all violation records for years 2013 through 2017.

Please see copy of OSHA Form 300 below. Highlighted incident was in Austin. Other incidents were not local. The Freeman Audio Visual Austin branch has had no OSHA violations.

Combined OSHA 300 and 300A - 1/25/2018

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 17



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment Name 48130007 FREEMAN AV AUSTIN FREEMAN AUDIO VISUAL, INC.

City AUSTIN

State TX

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Job transfer or restriction	Other recordable cases	Away from work	On job transfer or restriction	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing loss	All other illnesses
(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)						
1998	ADRIAN GONZALEZ	UNION STAGE HAN	04/30	BALL ROOM	Fracture, Right Finger(s), Caught in object handled, A SPEAKER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123 days	0 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2224	ADRIAN GONZALEZ	UNION STAGE HAN	09/09	HOTEL SHOW BALL ROOM	Lacerated, Head, Fall on same level, GROUND	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70 days	0 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2270	JACOB HOMER	UNION LABORER	09/09	HOTEL SHOW BALL ROOM	Inflamed, Right Elbow, Absorbed, ingested or inhaled, STAGE AREA CONTENT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2 days	0 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2238	PHILIP SHERROD	ROCKING SUPERV	10/26	GC SHOW EXHIBIT HALL	Lacerated, Right Foot, Struck by hand tool, SCRAPPER BLADE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0 days	0 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Safety Philosophy

It is the goal of Freeman to provide the safest possible environment for employees, customers and exhibitors. Our safety effort has been developed to eliminate or reduce the causes of injuries and losses and has five basic elements:

- *Employee Education and Training - To develop competent and safety-conscious employees.*
- *Self-Inspection - To identify and eliminate hazards.*
- *Accident Investigation - Learn what causes accidents in order to prevent them in the future.*
- *Record Keeping - To preserve accident data for use in our accident prevention efforts.*
- *Risk Identification and Control - Identify hazards and eliminate or reduce through appropriate control measures.*

Risk Management Program

Freeman maintains an extensive Risk Management Program which can be submitted upon request

It is the intent of Freeman to keep to a reasonable minimum, through the application of the risk management process, the "cost of risk" which includes insurance premiums, retained loss expenses, risk control expenses, and administrative charges. Wherever possible and prudent, risks will be minimized or eliminated.

All Freeman employees consistently adhere to corporate procedures with respect to safety and loss control and take appropriate steps to eliminate or reduce hazards they may encounter to protect the well-being of fellow employees and third parties, and to protect the property of Freeman, our partner facilities, their staff and guests.

Freeman Management will ensure compliance with all relevant State and Federal Government safety rules and regulations.

Safety Management

The following is an overview of the responsibility structure within the Freeman Safety/Risk Management program.

Vice President of Risk Management Services - responsible for formulating corporate policy and procedures to establish, implement and enforce the Safety and Loss Control Program.
Regional Directors of Risk Management - responsible for:

- *Act as Safety Directors for Freeman within their region.*
- *Provide direction and assistance to company management in implementing and enforcing safety and loss control policies and procedures for the company*
- *Act in an advisory capacity to the individual Safety Committees at each location*
- *Review recommendations*
- *Provide direction and assistance to company management in implementing and enforcing safety and loss control policies and procedures for the company*
- *Review recommendations involving expenditures*
- *Provide training and reference materials*
- *Distribute information as required*

Branch Safety Coordinator - provides direction and assistance to branch management in implementing and enforcing safety and loss control policies and procedures for the branch, provide training materials, distribute information as required, and maintain current OSHA 300 (or subsequently mandated) Log.

The Branch Safety Committee - arranges a schedule to survey each department or area of the branch and make a general survey of the branch on a periodic basis to discover loss producing conditions throughout the branch and make recommendations for correction, discuss and formulate safe policies and recommend their adoption to management review and analyze accident and incident reports and take appropriate action if needed.

General Manager - responsible for promoting safety and implementing the Safety Program and ensuring the completion and distribution of Employer's First Report Of Injury, ACORD Loss Notice, and/or Freeman's Supervisor's Investigation Report

Supervisors - responsibilities are identical to those of the General Manager with respect to safety. In addition, they shall investigate all incidents of loss and potential loss-producing conditions, complete any/all SIR's, and any other duties as directed by the GM.

Safety Rules

Freeman utilizes our proprietary Safe Work Rules manual to communicate safety rules and regulations to our employees. The employee is required sign an acknowledgement form, which becomes a part of their permanent file, and states that they have read, understand and agree to perform their duties based upon Freeman's safety and risk management guidelines.

Inspection Schedule

All branches undergo a rigorous annual safety inspection conducted by Freeman's Corporate Director of Risk Management Services.

Occupational Safety and Health Administration

As with any large company, we have had some citations nationwide. The Company's safety programs are designed to prevent not only violations but injuries to employees and guests.

Freeman's Austin Branch has been issued no OSHA violations in over 35 years.

- ii. Describe how Proposer will at all times, maintain areas Proposer will be how Proposer will assist ACCD staff in maintaining an acceptable level of cleanliness in all other (shared) spaces.

Maintain Areas

Freeman will continue to follow all facility rules and regulations and work closely with ACCD staff to maintain space in a clean, professional and sanitary condition. A tidy work area promotes safety and Freeman recognizes the importance and need to keep service halls, back corridors, landings, etc. free and clear of obstructions. It has been Freeman's long standing policy to leave a facility like we found it if not better. We will work with ACCD management to ensure this policy is observed by Freeman employees and hold ourselves accountable to adhering to ACCD policies and regulations.

- e. Transition Plan: Proposer must provide a transition plan for services. This transition plan should be a complete account of the steps that the Proposer will take to ensure that the Proposer will be able to open a fully functioning audio visual and rigging operation no later than 30 days after contract award.

As Freeman is currently the preferred audio visual vendor to the ACCD, no transition plan will be required. However, Freeman affirms that if another contractor is selected we will work with that contractor to ensure a smooth transition with no disruption to the servicing of ACCD Clients. The following RFP section i 1 – 9 is non applicable.

- i. The transition plan should include a timeline which shows each of the steps to be accomplished and the approximate time to accomplish each step; should begin on the date that the contract is fully executed and end on the day that a fully-functioning audio visual and rigging operation is opened for business at ACCD; should demonstrate a smooth and timely transition for staff and transparent changeover for meeting planners; and should be presented in both a narrative form and must include the following elements:
1. specific information on assigning Proposer's Single Point of Contact;
 2. specific information on Proposer's transition of staff including notifications, hiring and placement, training and familiarization of facilities, equipment, and services;
 3. specific information on training ACCD staff and on Proposer's equipment and services;
 4. specific information on how Proposer will notify any subcontractor(s) with whom Proposer intends to work.
 5. specific information on how Proposer will work with incumbent and ACCD staff to transition services with current and prospective clients;
 6. specific information on how the Proposer will work with a subsequent contractor and ACCD staff to transition services with current and prospective clients.
 7. a description of work program by tasks, detail the steps proceeding from task to the final task (since actual dates will depend on the date of contract execution, it is acceptable for the Proposer to indicate a number of days or weeks to accomplish the tasks, or to otherwise show the steps the Proposer will perform to be ready to provide services no later than 30 days after contract award);
 8. technical factors that will be considered, and the depth to which each will be addressed;
 9. any other detail Proposer feels is relevant which clearly demonstrates Proposer's transition of services will be seamless to ACCD clients, ensuring no disruption of services.



Tab 5 – Equipment

Equipment

Describe Proposer's approach to keeping current with changes in technology. Include a narrative that describes how Proposer's firm maintains awareness of new technology, how it implements new technology/equipment into inventories, and how Proposer's staff is trained in the use of new technology. (New technology includes that which applies to both equipment and procedures/processes). Provide details for both audio visual and rigging services.

Technology Standards

Freeman is dedicated to the innovative use of technology. We keep abreast of and implement the latest technology applications in a few key ways;

- *We actively seek input from our clients - how can we use technology to solve their problems, gain efficiencies, or enhance the overall experience?*
- *We use this client information to prioritize our innovation development - what is most important to our customers?*
- *We deploy resources to efficiently analyze, recommend and deploy solutions - the internal Freeman Innovation Council is actively seeking innovative technology.*

In addition to gaining valuable information from our clients, Freeman has dedicated resources to actively seek out innovative uses of technology. We have implemented a new role within the organization at a senior level, Senior Vice President of Technology, whose responsibilities are directly tied to leading our innovative solutions through the effective use of technology.

Technological Excellence

In keeping with our core value of Technological Excellence, Freeman has established a National Rental Advisory Committee and a Technical Training Advisory Committee comprised of employees who are considered experts in their fields. These committees are charged with proactively seeking information from manufacturers on new state-of-the-art equipment, developing trends coming into the marketplace, evaluating all proposed technology for quality, and assisting in establishing the most effective means of training on the equipment

In addition, as active members of the International Communications Industries Association (ICIA), Freeman receives updates on cutting-edge trends, technologies, and services as they become available. Service Bulletins are produced and distributed to all operations personnel introducing the new technology offering and describing its features, benefits and applications in great detail. This information is then also made available through Freeman's in-house technical training program, the "Fundamentals of Presentation Technology" where all employees are trained on the proper use of technology. All training documents are accessible through our shared network, so employees have access to the materials at any time.

Prior to introducing any new technology solutions, all sales personnel are trained via WebEx and e-tools through our Sales Training Series in order to effectively consult with the customer and assist them in their quest for finding a cutting edge solution that best meets their needs.

Product Catalog

The Product Catalog is a proprietary interactive database of product information. It allows Sales to stay abreast of new product offerings. It includes manuals and guides for Operations to quickly understand and use the new products.

Training Videos

Freeman has an extensive and growing library of training videos hosted on our unlisted YouTube channel. The library contains Sales Tips videos created to help Sales understand products and their selling advantages as well as Tech Tips designed for techs to learn operation and troubleshooting of any new product.

- a. Describe the training program Proposer will implement to acquaint ACCD staff with Proposer's equipment. Include a suggested outline of such training.

Freeman would welcome the opportunity to conduct orientation seminars for the ACCD staff to acquaint them with our full scope of technology and service offerings. Through our joint partnership with ACCD on events such as Southwest Showcase, ACVB Luncheon, and the recent PCMA Annual Event, we are regularly showcasing Freeman's capabilities to customers, sales execs, and operations personnel.

- b. Using Section 0601, Proposed Equipment Inventory, provide a proposed listing of all equipment (both audio visual and rigging) that will be available to ACCD Clients.

Please see Appendices, pages 127 – 143, for Section 0601, Proposed Equipment Inventory.

- i. Provide the type, make and model, quantity that will be available in Proposer's inventory and specifically state for each piece whether the equipment is Proposer owned, to be purchased, or rented.

Please note that all equipment listed in 0601 is Freeman owned and warehoused in Austin. In addition to the items listed in 0601 Freeman owns an inventory of over \$100 million of AV and rigging equipment. The Austin branch has full access to that equipment through our national inventory system. As an example, while the Austin branch houses 138 chain hoists locally there are 784 more in current inventory and at the disposal of ACCD Clients.

We have included at the end of 0601 the Austin branch's capital expenditure budget for our next buying cycle which begins this July. This equipment will be housed in Austin. As the budget demonstrates we continue to invest heavily in the growth of Austin and the ACCD.

1. Provide Proposer's unit rate ('rack rate') for each piece of equipment.
2. Audio Visual Equipment should include, but not be limited to:
 - a. microphones,
 - b. audio mixers,
 - c. portable audio systems,
 - d. screens,
 - e. monitors,
 - f. cameras,
 - g. projectors (all types),
 - h. video conferencing,
 - i. lighting elements and equipment,
 - j. other visual aids (flip charts and markers, easels), and
 - k. operational support equipment including but not limited to equipment carts, appropriate drapes ,skirts, and masking, extension cords, connectors, and patch cords required for audio visual services

Audio Visual Equipment

Section 0601 (AV Inventory) lists all locally warehoused items in a-j. Freeman maintains an extensive inventory of items in k. Bi-yearly we make significant purchases of these items to ensure local stock is sufficient to meet demand. Outside of those purchases if stock levels are insufficient to demand, we can transfer needed quantities of these items from our Corporate Distribution Center and our National Support Center. Both are located in Dallas and stock enough inventory of these items to meet any non-scheduled purchasing need.

3. Rigging Equipment should include, but not be limited to:
 - a. chain hoists,
 - b. chains,
 - c. trusses,
 - d. motor controls,
 - e. cases,
 - f. fall protection equipment,
 - g. straps, harnesses, carabiners, and
 - h. aerial lifts.

Rigging Equipment

Section 0601 (Rigging Equipment) lists all our locally warehoused barcoded equipment. It contains items in a-d plus other equipment used in rigging. Explanations on other items are as follows. (e): all motors, associated chains, and controls are cased. We regularly inspect cases and repair as needed. (f): all personnel performing rigging have their own fall protection. We have a number of extras that are including in show boxes on every rigging job. (g): all items are well stocked locally. We include many of these items plus rigging rope in the rigging show box. (h): aerial lifts are rented from any of three local vendors. We would welcome the opportunity to stock these items if space were made available to store them onsite at the service yard.

- ii. The following submittal requirements pertain to all equipment, both audio visual and rigging:
1. A complete description of the Proposer's inventory control plan and system.

Custom Inventory Control Plan

Freeman utilizes a customized national inventory control system, R2, that allows constant tracking of all assets both locally and nationally. This system facilitates the most effective use of inventory companywide and also assists in determining future capital expenditures based upon usage throughout Freeman's delivery network. All assets are barcoded. Equipment is scanned as it leaves the warehouse and scanned on return. This allows for real-time tracking of assets throughout our national network.

2. Discuss any special electrical or other utilities Proposer will need to support and operate its equipment and provide services to the Client.

Electrical Requirements

Electrical requirements to operate and support all of Freeman's equipment and services are contained within the ACC's and PEC's current infrastructure. This includes access to high voltage 3-phase power typically needed to operate chain hoists and large venue projectors.

3. A complete description of the Proposer's repair and maintenance plan, including protocols that will prevent damaged equipment from being provided to ACCD Clients, including any template or form reports used to record repair and maintenance.

Repair and Maintenance Plan

Freeman constantly reviews our inventories to ensure that they contain the most current, in demand, and state-of-the art technology. Our inventory is tested to ensure it meets our high standards of reliability, cosmetic appearance and to ensure compliance with manufacturer and industry standards. The Austin branch has a Quality Control department tasked with testing and repairing equipment locally. Freeman has a corporate QC department that regularly issues bulletins on testing practices, firmware updates, product recalls, and frequently encountered issues. Freeman's inventory system allows us to track items as they are put into service. Incident reports and trends are used to analyze the reliability of certain models or individual units.

Twice annually, Freeman conducts full inspection of all inventories in our service network. New equipment purchases are also made at this time. However, at any time throughout the year, if a piece of equipment fails or is deemed to be cosmetically unacceptable, it is immediately sent to our service and repair department for assessment. If the item can be repaired and restored to like-new condition it will be returned to inventory. If not, it will be replaced at that time.

When a problem is identified with a piece of equipment, Freeman Audio Visual Operations team will send an e-mail to an internal address that identifies the problem. The issue is then documented in our Inventory Control System tied to the bar code of the item. When the equipment is returned to the warehouse from show site and scanned in, the system issues an alert to the user that the item is flagged as damaged and should be sent to Quality Control for diagnosis, repair or disposal. The system will not allow this asset to be put back into service until it has been designated "repaired". If it is determined that the asset cannot be repaired, it will be marked for deletion from the inventory and flagged for replacement.

4. Proposers will provide a complete description of equipment disposal or recycling methods, keeping in mind the City's goal of minimizing waste sent to landfill.

Purchasing Recycled Products

Through national agreements with vendor partners, Freeman currently purchases over 200 different types of office supplies and other building supply materials that contain a minimum of 10% Post Consumer Recycled Content, or are classified as re-manufactured, non-toxic, and/or biodegradable. Some of the wide ranges of these products include:

- *Copier and printer paper*
- *Office file folders*
- *Paper pads*
- *Shipping materials*
- *Envelopes*
- *Drinking cups and other break room supplies*

Energy Efficiencies

Freeman seeks out green practices in new lease negotiations with building management, including recycling programs and energy-efficient construction and operations. For example, Freeman's corporate office recently moved into a facility with features such as climate-controlled window tinting and motion-sensor lighting fixtures throughout to minimize use of electricity; energy-efficient plumbing fixtures throughout the facility; and eco-friendly recycling practices in food preparation and waste reduction by the building's restaurant vendor (at Freeman's request). In all Freeman branches, we continually challenge our employees to suggest new methods of energy conservation.



Tab 6 – Prior Experience

Prior Experience

Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2010. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished. **Provide details for both audio visual and rigging services.**

Since 1975, Freeman Audio Visual, Inc. (formerly known as AVW Audio Visual, incorporated in 1971) has been a division of Freeman. Led by Donald S. Freeman, Jr., son-in-law Joe Popolo and daughter Carrie Freeman Parsons, Freeman is the world's leading provider of integrated services for face-to-face marketing events, including expositions, conventions, corporate events and exhibits. Freeman is a privately held corporation.

As the preferred audio visual supplier for the ACCD, Freeman considers all of these services as core competencies and able to be provided on an in-house basis.

Audience response systems

Custom and stock scenery

Logistics management

Technical coordination

Computer/digital services

Production services

Multi-microphone discussion systems

Press conference configurations/support

Rigging services

Audio, video, lighting and projection

Entertainment

AV & rigging equipment rentals

Freeman also offers the latest in digital technology making it possible for customers to manage various aspects of a show or conference more efficiently, easily and profitably. We also provide the support staff to make using it easy. And because we are a Microsoft Certified Gold Partner, Freeman can provide all required hardware and software, along with friendly, professional technical support. Digital service offerings include:

Sponsorship and branding	Presentation management
Third screen systems	OnlineEvent
Digital signage	Overflow-on-demand
Information kiosks	

Prior Experience

As a leader in the industry, Freeman produces events all over the US and the globe. From a single breakout meeting or exhibit to a multi-venue city wide event we have the knowledge, tools, and experience to make an event successful and exceed customer expectations.

Locally, the Austin branch has partnered with the Austin Convention Center since 1992. For more than 25 years Freeman has been delivering AV and rigging projects of all sizes.

For more information on personnel please see information on Tab 8.

- a. Describe specific experience Proposer has in providing audio visual and rigging services at convention centers, major hotels, stadiums/arenas and other large assembly facilities.

Since 1978, Freeman has had the privilege of serving as the preferred audio visual and exclusive rigging supplier to numerous facilities across North America. Freeman is committed to providing our facility partners a scope of technology solutions unmatched in the industry, an aggressive and structured sales approach, a professional and highly skilled staff and exemplary customer service.

The following is a list of some of Freeman's current and past facility partnerships:

US Division

Moody Gardens Hotel & Conv. Center
19 years

Irving Convention Center
7 years

San Luis Resort & Conference Center
25 years

COBO Center – Detroit
6 years

George R. Brown Convention Center
27 years

Austin Convention Center / Palmer Events Center
25 years

Canadian Division

Vancouver Convention & Exhibition Centre
Official Supplier since Opening

World Trade & Convention Centre
Official Supplier since Opening

Metro Toronto Convention Centre
Official Supplier since Opening

Winnipeg Convention Centre
Official Supplier since Opening

Hamilton Convention Centre
Official Supplier since 1992

Telus Whistler Convention Centre
Official Supplier since 1998

Palais des Congres, Montreal
Official Supplier since 2003

Quebec City Convention Centre
Official Supplier since 2005

London Convention Centre
Official Supplier since 2010

Niagara Convention & Civic Centre
Official Supplier since Opening in 2011

Ottawa Convention Centre
Official Supplier since Opening

- b. Describe Proposer's experience in providing audio visual and rigging services to its most complex clients/accounts and describe why these clients/accounts are considered complex.

One of Freeman's most complex clients is the annual South-By-Southwest Music Conference, Trade Show and Festival.

Freeman is proud to have been the preferred audio visual services provider to SXSW since 1993.

SXSW always has extremely high profile attendees and presenters, and demands the latest in cutting edge technology. We have successfully delivered the latest in hi-tech and last-minute presentations from basic to HD.

Some of the greatest challenges in producing the SXSW event are:

- *Numerous events in multiple venues and room configurations*
- *Extensive and frequently changing requirements*
- *Third party entities that produce events within conference*
- *Last minute additions of off-site workshops*
- *International exhibitors new to doing business in the US*

Freeman's depth of resources has allowed us to successfully provide all of the audio visual, rigging, and computer support for the conference including general session stage design, meeting room support, computer support, broadcast quality production, and support for the exhibitors on the trade show floor.

- c. Describe any experience Proposer has had within the past five years of managing more than one venue or account in the same city or county (i.e. a convention center, major hotel, stadium/arenas, and other facilities). Indicate the challenges of managing more than one venue or account in the same City and what was done (process, standards, systems, etc.) to address those challenges.

Freeman has an extensive history of successfully managing multiple facilities in the same city. In addition to the ACC and the PEC, Freeman is also the preferred supplier to the Bob Bullock Texas State History Museum and is the contracted in-house provider for Dell. Previously, the Austin branch has also managed the Hyatt Regency, Radisson, DoubleTree, and Sheraton Hotels.

Freeman's Dallas branch is currently contracted as the preferred in-house audio visual supplier to the following:

- *Southfork Ranch Event & Conference Center*
- *Crowne Plaza Dallas Market Center*

Freeman's Austin branch is currently contracted as the preferred in-house audio visual supplier to the following:

- *Bullock Texas State History Museum*

- d. Describe Proposer's experience working in a publicly-owned (government) facility under a commission fee arrangement. Include the sales and revenue Proposer generated while providing audio visual and rigging services for the publicly-owned facility.

Freeman's routinely produces contracted national events in most every major convention center in the United States.

Freeman was the contracted in-house audio visual and rigging supplier to the George R. Brown Convention Center for over 27 years. The facility is owned by the City of Houston. Freeman was also the contracted in-house AV supplier to the Anaheim Convention Center. As listed in section (a) above, Freeman's Canadian division services many publicly-owned facilities as the in-house AV and rigging supplier.

- e. Describe and provide examples of the number of current multi-year National or Traveling accounts Proposer has, including the dollar value of the accounts/agreements. Please note the length of time Proposer has had the account(s) under contract and when it is due to expire. Please highlight current ACCD customers and potential new customers for the ACCD.

Freeman's goal is to develop long-term relationships with customers and transform the relationship from transactional to a collaborative partnership. This focus on creating partnerships has allowed Freeman to book hundreds accounts on multi-year agreements. With over \$200,000,000 in National and Traveling accounts Freeman is proud to have achieved market leadership and an unparalleled portfolio of accounts. Accounts such as National Association of Home Builders, SCTE, NAMM, HIMSS, American College of Cardiology, Microsoft, Dell, Benevolent & Protective Order of Elks, National Retail Federation, and 7x24 Exchange are just some of our long-standing partnerships.

Many Freeman accounts are on three-year agreements. We have won and maintained the partnership with many of our accounts for dozens of years and foresee no change in status to those partnerships.

Our National Sales team has been able to book millions of dollars' worth of business in the Austin Convention Center including: GAP Inc.; American Congress of Obstetricians & Gynecologists; International Literacy Association; Society of Interventional Radiology; Gerontological Society of America; and many others. Freeman Sales is still actively pursuing equally promising opportunities at the Austin Convention Center totaling millions of dollars.



Tab 7 – References

References

Provide references using Section 0602, Client Reference Detail, for a minimum of five (5) current clients/accounts. Reference's operations should be similar in size, scope, and business environment to ACCD and outside of the Austin metropolitan area. For each reference listed, indicate the specific services Proposer provides, the number of years Proposer has operated the account, gross revenue for each of the last three (3) years, the fee or commission structure, and the average age of Proposer's equipment used for that reference.

Section 0602 – CLIENT REFERENCE DETAIL

Proposer Name: Freeman

- | | |
|---|---|
| Company Name (Facility Name) | San Luis Resort, Spa & Conf Center & Galveston Island Conv Center |
| Name and Title of Contact | Paul Schultz |
| Present Address | 5600 Seawall Blvd |
| City, State, Zip Code | Galveston, TX 77551 |
| Telephone Number | 800-445-0090 |
| Email Address | pschultz@ldry.com |
| Number of Years Operating in Facility | 25 years |
| Service(s) Provided to Facility | Full service, in-house, audio/visual, rigging, event production |
| Gross Revenue Previous Three (3) Fiscal Years | Due to confidentiality agreement we are not able to disclose information |
| Current Fee/Commission Structure | Due to confidentiality agreement with the facility, we are not able to disclose commission structure. |
| Average Age of Equipment | 1 – 2 years; capital allocation is made annually to replace inventory items as needed. |
- | | |
|---|---|
| Company Name (Facility Name) | Moody Gardens Hotel, Spa and Convention Center |
| Name and Title of Contact | John Zendt |
| Present Address | 1 Hope Blvd |
| City, State, Zip Code | Galveston, TX 77554 |
| Telephone Number | 409-683-4301 |
| Email Address | johnzendt@moodygardens.org |
| Number of Years Operating in Facility | 19 years |
| Service(s) Provided to Facility | Full service, in-house, audio/visual, rigging, event production |
| Gross Revenue Previous Three (3) Fiscal Years | Due to confidentiality agreement we are not able to disclose information |
| Current Fee/Commission Structure | Due to confidentiality agreement with the facility, we are not able to disclose commission structure. |
| Average Age of Equipment | 1 – 2 years; capital allocation is made annually to replace inventory items as needed. |

Section 0602 – CLIENT REFERENCE DETAIL

Proposer Name: Freeman

- | | | |
|----|---|---|
| 3. | Company Name (Facility Name) | Dell HQ Campus |
| | Name and Title of Contact | Robert Clemons |
| | Present Address | 1 Dell Way |
| | City, State, Zip Code | Round Rock, TX 78682 |
| | Telephone Number | 512-728-5993 |
| | Email Address | Robert.clemons@dell.com |
| | Number of Years Operating in Facility | 13 years |
| | Service(s) Provided to Facility | AV support services and preventative maintenance on all integrated AV equipment |
| | Gross Revenue Previous Three (3) Fiscal Years | Due to confidentiality agreement we are not able to disclose information |
| | Current Fee/Commission Structure | Due to confidentiality agreement with the facility, we are not able to disclose commission structure. |
| | Average Age of Equipment | 1 – 2 years; capital allocation is made annually to replace inventory items as needed. |
-
- | | | |
|----|---|---|
| 4. | Company Name (Facility Name) | Metro Toronto Convention Centre |
| | Name and Title of Contact | Barry Smith, President |
| | Present Address | 222 Bremner Blvd |
| | City, State, Zip Code | Toronto, ON M5V 3L9, Canada |
| | Telephone Number | 416-585-8100 |
| | Email Address | bsmith@mtccc.com |
| | Number of Years Operating in Facility | 34 years |
| | Service(s) Provided to Facility | Full service, in-house, audio/visual, rigging, event production |
| | Gross Revenue Previous Three (3) Fiscal Years | Due to confidentiality agreement we are not able to disclose information |
| | Current Fee/Commission Structure | Due to confidentiality agreement with the facility, we are not able to disclose commission structure. |
| | Average Age of Equipment | 1 – 2 years; capital allocation is made annually to replace inventory items as needed. |

Section 0602 – CLIENT REFERENCE DETAIL

Proposer Name: Freeman

5.	Company Name (Facility Name)	Vancouver Convention Centre
	Name and Title of Contact	Craig Lehto, General Manager
	Present Address	1055 Canada Place
	City, State, Zip Code	Vancouver, BC V6C 0C3
	Telephone Number	604-647-7204
	Email Address	clehto@vancouverconventioncentre.com
	Number of Years Operating in Facility	21 years
	Service(s) Provided to Facility	Full service, in-house audio visual and event production.
	Gross Revenue Previous Three (3) Fiscal Years	Due to confidentiality agreement we are not able to disclose information
	Current Fee/Commission Structure	Due to confidentiality agreement with the facility, we are not able to disclose commission structure.
	Average Age of Equipment	1 – 2 years; capital allocation is made annually



Tab 8 – Project Management Structure and Personnel

Project Management Structure and Personnel

- a. Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Freeman's Customer Solutions Managers, or Account Executives, are the main point of contact on specific AV events. They have a team of leads in specific areas that also interface with City personnel in order to communicate and deliver on event requirements.

All Rigging projects are assigned to a rigging coordinator who interfaces with ACCD personnel on project requirements and needed approvals.

Freeman will not subcontract or joint venture any of the proposed work stated in this proposal.

- b. Describe your firm's use of subcontractors and independent contractors, including the decision making process in using either of these types of labor, for what roles you use this labor, how you verify the skill level of the employees, and how you manage the employees once they are on-site. Regarding subcontractors from whom you rent equipment for use at the Facilities, describe the decision-making process in choosing said subcontractor(s), including how you address the quality of the equipment, and the general nature of the relationship with each subcontractor(s).

Freeman also has long term working relationships with following local resources for equipment and/or services:

- *All-Points Communication – 2-way radios*
- *Gear - video and audio equipment rentals*
- *Olden Lighting - lighting equipment rentals*
- *MusicLab – backline equipment rentals*
- *Briggs/Sunbelt – aerial lift rental*

These vendors are used to supplement inventory as needed or to supply equipment that is not a core competency, such as 2-way radios or backline gear. We continuously work with our vendors to ensure that equipment matches Freeman standards for reliability and cosmetics. Our list of vendor is small because we do not often have the need to supplement our inventory and we hold our vendors to high standards.

- c. Include names and qualifications of all professional personnel who will be assigned to this Contract. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.



Tim Howell, Director of Operations

Tim Howell is the Director of Operations for Freeman Audio Visual, Austin which partners with executives, thought-leaders, and professionals to deliver the best brand experience possible during their virtual and face-to-face meetings. After nearly a decade of working behind the scenes producing his client's visual narratives, Tim has found his way to directing a skillful team of design thinkers able to offer total event proficiencies throughout south and central Texas, and across the nation.

Tim has worked with a number of talents across many engaging environments, giving his eye for detail a focus on building unforgettable experiences for the likes of Microsoft and the National Retail Federation, as well as local groups such as the Independent Bankers Association of Texas, the Make A Wish Foundation of Central & South Texas, Dell, and SxSW.

Tim graduated Cum Laude from James Madison High School in San Antonio and attended the University of Texas in Austin, concentrating his studies in Communications and Education.

**Phillip Sherrod, Rigging Supervisor**

Phillip joined Freeman AV in January 2000 as a Lighting Technician.

He then moved to the warehouse as the Inventory Control Supervisor in April of 2002.

In October 2002 Phillip was promoted to Lighting Director of the San Antonio Branch.

In April of 2010 Phillip moved to the Austin Branch and in January of 2015 became the Rigging Supervisor, overseeing the Freeman operations at the Austin Convention Center.

Phillip is an ETCP Certified Rigger- Arena with certificate number 1564.

Cheyenne Baker –
Director Branch Client Solutions

Cheyenne Baker earned her Bachelor of Science degree in Management /Marketing from Park University. Cheyenne moved back home to Austin in 2004 from Dallas. Cheyenne joined Freeman in 2004 as a Regional Sales Administrative Assistant working with Account Executives from Austin, San Antonio and Houston. She quickly worked her way to Account Executive and, in 2009, was promoted to Managing Director of Sales for Austin/San Antonio. In 2013, Cheyenne was promoted to Director, Branch Client Solutions where she leads the local Texas sales teams for Austin, San Antonio, Houston and Dallas markets. Cheyenne is an active member of TSAE and IAEE and is also involved in the Freeman Annual Heart Walk fundraiser and Marbridge.





Joab Vera, General Manager

Joab Vera holds a Bachelor of Arts degree from the University of Texas and a Masters in Business Administration from the University of Houston. Joab joined Freeman in 1994 and has served in various roles including Director of Audio Visual for the Driskill Hotel and Radisson Austin. Joab opened operations for Freeman in Southern California where he served as Director of Operations from 2002 to 2005. He relocated back to Texas as Director of Operations for the Austin Branch. Joab served as the National Director of Show Site Labor from 2014 to 2017 based out of Dallas and moved back to Austin to serve as general manager in early 2017.

- i. Describe the special staff expertise (both corporate staff and proposed staff for ACCD) and their availability in regard to sales and marketing of audio visual and rigging services that Proposer will provide the ACCD

Every member of the Freeman Austin team is well trained and highly skilled in all areas of audio visual sales, services, rigging and event production. Two of Freeman Austin's National Account Managers have received their CMP designation. Most members of the Freeman staff have their Customer Service Certified (CSC) designation.

- ii. Provide job descriptions, resumes, and certifications for each exempt position and exempt proposed staff member that would be placed in Austin. Please identify the candidate(s) for the top position in Austin, along with his or her credentials.

With the proximity of the local Austin office to Freeman's National Support Center in Dallas we are able to provide the highest quality labor in all aspects of event production.

The following personnel are available during events as needed:

Audience Response Technician	Carpenter
Audio Specialist	Creative Design
Digital Services Department	Lighting Engineer
Exhibitor Services	Producer
Rigging Specialists	Show Coordinator
Video Specialist	Meeting Room Coordinator
Production Manager	Scenic Design

All hourly, non-exempt, positions receive hourly wages well above the Austin living wage standard. Freeman pays competitive wages in order to attract and retain the best talent to service our customers. The current range of all Freeman Austin employees is \$14.40 to \$25.70. Freeman is an Equal Opportunity Employer and maintains strict compliance with all federal, state, and local regulations regarding wages and hours as well as Department of Labor guidelines.

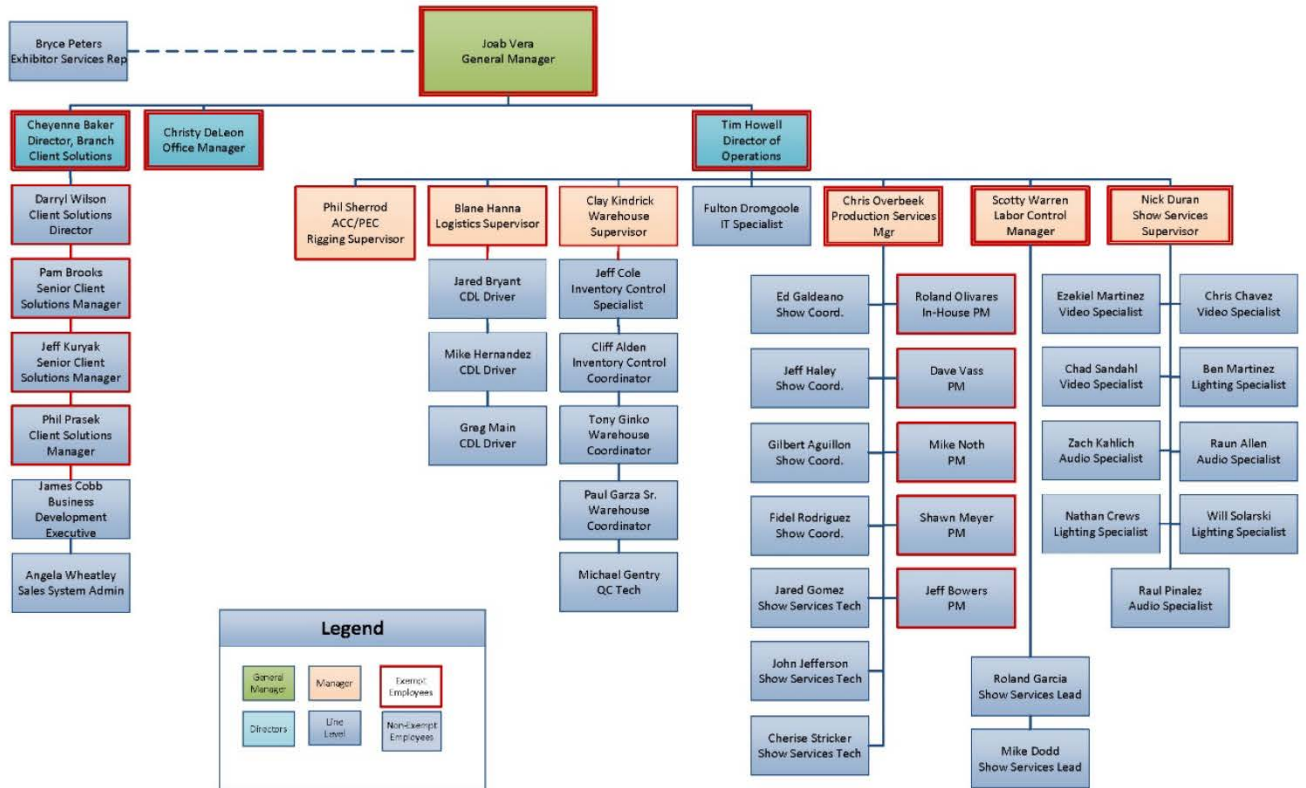
- iii. Provide a list of all personnel who will supervise rigging services that are certified Entertainment Technician Certification Program (ETCP), Arena Rigging who will be assigned to this Contract. If subcontracting the rigging services, provide the firm name(s) as well as the names of the subcontractor ETCP-certified personnel that would be assigned to this project.

Freeman's Rigging Supervisor possesses over 10 years of experience and has handled numerous large event rigging projects in the ACCD. Freeman's Rigging Supervisor, Phil Sherrod is ETCP certified.

In addition, Freeman's Rigging Supervisor will be further supported by our National Lighting and Rigging Manager, Joe Krebbs. Mr. Krebbs is an ETCP Certified Arena Rigger with over 25 years experience in some of the largest facilities across the U.S. and Canada.

- d. Provide an organizational chart detailing all proposed management and hourly positions.

Please see following page.



- e. Provide information on proposed minimum staffing guidelines for event types such as:
- 1) general sessions;
 - 2) meeting room utilization;
 - 3) tradeshow or consumer shows;
 - 4) concerts.

Though Freeman evaluates every event on a case-by-case basis to assess required staffing, the following is a general guideline for labor utilized for events at the ACCD.

- 1) General Session - Project Manager, Audio Specialist (2 assists), Video Specialist (2 assists), Lighting Specialist (2 assists), Rigging coordinator (2 riggers), 2 - 4 General Stage Hands*
- 2) Meeting Room - Meeting Room Coordinator, General AV Technicians (number would be determined by number of meeting rooms in use), Room Operators (determined by need).*
- 3) Tradeshow or Consumer Show- Exhibit Coordinator, General AV Technicians (number would be determined by size and scope of exhibit floor), Exhibitor Services Rep.*
- 4) Concerts - Project Manager, Audio Specialist, Audio Assist, General AV Technicians and stagehands (number based upon size and scope of event), Rigging coordinator (3-6 riggers), Lighting Designer, Master Electrician (2 electricians).*

- f. Describe Proposer's approach to staffing with regards to positions and numbers of employees.

Freeman's Sales and Operations staffs work closely together to ensure the successful production of every event.

Throughout the planning, cultivating, discovery and quotation process, the Freeman Account Executive seeks input from the Operations team to ensure that their proposal is comprehensive, accurate and includes all appropriate technical and labor requirements.

Operations will create a Show Information folder to include all relevant data regarding the event. This folder is accessible by all parties responsible for producing the event to ensure that all changes or updates are clearly communicated to all parties. The event leads work closely with the Labor Control Manager and Director of Operations to ensure that staffing is appropriate and the current number of skilled technicians are scheduled.

Labor requirements are assessed and appropriate personnel are assigned utilizing resources from both the local branch and the National Support Center as determined by size and scope of the event.

- g. Describe Proposer's method(s) of offering training and professional development opportunities to employees that would be placed in the ACCD Facilities.

Freeman is committed to industry leadership by continually investing in our people in order that we may set and constantly improve our standards of professionalism for the benefit of our customers and team members.

We have a solid orientation program for new employees, focused on company values and the Customer Experience. Thereafter, training is as prescribed by the employee's job function and according to the employee's career development plan, as charted in our annual performance appraisal process.

Freeman's sales and operations team members are required to participate in the company's ongoing training & education program. This program includes frequently scheduled courses, workshops and online learning programs focused on the development of essential skills in a variety of important areas, including:

Sales	Technical skills
Management	Client service
Production standards	

Examples of Freeman's internal training & education courses include:

All Employees

Great People = Great Decisions

All Freeman employees are required to complete this course that teaches the elements and importance of excellent customer service. This certification supports our service vision and standards, and provides the knowledge and skills to provide a memorable service experience to every customer. The Certification contains three on demand interactive modules:

- *Great People = Great Decisions*
- *Customer Service: Customer Care*
- *Customer Service: Making a Difference with Customers*

Operations Training

Freeman has in place a multi-track training program, which combines scheduled classroom training with a self-study program and an on-the-job mentoring program.

Certified Technology Specialist

This program offers technicians and managers a standardized testing mechanism that encourages them to achieve varying levels of certification (both general and specialized). Employees who achieve the CTS certification have demonstrated specific audio visual technology knowledge and skills. They adhere to a Code of Ethics and maintain their status through continued education. Certification demonstrates commitment to professional growth in the audio visual industry and is strongly supported by the International Communications Industries Association.

A+ Certification

Having an A+ Certification proves that the employee has a broad base of knowledge and competency in core hardware and operating systems technologies including installation, configuration, diagnosing, preventive maintenance and basic networking.

Sales Training

- *Situational Selling - a foundation level course which teaches the six essential selling skills of Planning, Cultivating, Discovering, Presenting, Confirming and Assuring.*
- *Strategic Account Management - an advanced level course which teaches how to effectively build mutually-beneficial and long-term customer relationships.*
- *Making Effective Presentations - a foundation level course which teaches excellence in face-to-face marketing skills.*
- *Strategic Team Presentations -an advanced level course which teaches how to communicate most effectively and efficiently in a team-to-team format.*
- *Coaching for Results - a foundation level management course which teaches sales and operations team leaders how to effectively achieve maximum team performance through the development of their people.*

In addition to offering a robust internal training & education program, Freeman supports and encourages the participation of its employees in a wide variety of outside training, education and certification programs, including those offered by PCMA, IAEE, MPI, and other leading organizations within the face-to-face marketing industry.

Leading For Results

Our Austin Management Team was selected to participate in Freeman's "Leading For Results" program.

"Leading for Results" is an approximate yearlong comprehensive learning program to help us achieve success in:

- *Developing the qualities of genuine leadership and identified competencies for Director level leaders.*
- *Understanding Freeman specific tools and resources available to support our roles.*
- *Demonstrating enthusiasm about achieving important goals.*
- *Creating an environment in which work can be done by others.*
- *Helping others to meet their challenges.*
- *Expressing confidence in the abilities and potential of others.*
- *Giving freely of time, resources, and positive advice.*
- *Serving as an advocate for those facing difficulties.*

"Leading for Results" will allow us to apply what we learn to our personal leadership role. This development will assist us in balancing day to day task management with the most important characteristics and behaviors that are required for us to become better individual leaders as and a more cohesive leadership team!

- h. Provide specific information on the availability of Proposer's corporate resources to provide additional assistance in managing large-scale events or multiple events occurring simultaneously.

The Freeman national inventory represents more than 100 top manufacturers of audio visual hardware and currently has a replacement value of over \$100 million dollars. Freeman's audio visual inventory is one of the largest in the United States.

In addition to the comprehensive inventory housed in our Austin Branch, valued at over \$5.1 million dollars, events at the ACCD will be further supported by our National Support Center (NSC) located in Dallas that contains an inventory valued at over \$20 million dollars. Our NSC houses our local and corporate offices and a warehouse encompassing over 100,000 square feet. The NSC consists of additional equipment and specialized personnel available to help support all Freeman branches as well as traveling events for our largest national accounts.

With the proximity of the local Austin office and the National Support Center, Freeman is able to provide the highest quality labor in all aspects of event production.

The following personnel are available during events as needed:

Audience Response Technician

Producer

Audio Specialist

Production Manager

Carpenter

Rigging Specialists

Creative Design

Scenic Design

Digital Services Department

Show Coordinator

Exhibitor Services

Simultaneous Interpretation Technician

Lighting Engineer

Video Specialist

Meeting Room Coordinator



Tab 9 – Commission Proposal

Commission Proposal

Information described in the following subsections is required from each Proposer. The highest annual fee or percentage commission fee will be awarded the total amount for each category (10 or 12 points respectively), and the other Proposers will be awarded points based upon a ratio compared to the maximum.

Proposers shall submit Section 0603, Competitive Commission Proposal that:

- a. Offers the Austin Convention Center (ACCD) a guaranteed (minimum) Audio Visual and Rigging Services Fee to be paid each Accounting Year for the right and privilege to provide Audio Visual and Rigging Services to Clients at ACCD Facilities under this Contract. To be competitive, Proposers are encouraged to bid more than the minimum required amounts as stated in Section 0500, Compensation to ACCD **(10 points)**.
- b. Identifies a Commission Percentage Fee on Audio Visual and Rigging Services. To be competitive, Proposers are encouraged to bid more than the minimum required amounts as stated in Section 0500, Compensation to ACCD **(6 points for the highest percentage fee for Audio Visual Services, 6 points for the highest percentage fee for Rigging Services)**.

Freeman is pleased to offer the ACCD the following commission structure:

Service Categories	Commission Rate
Audio visual equipment rental and associated audio visual labor/service charges	12%
Rigging equipment and labor/ service charges associated with providing rigging services	17%
Minimum annual fee	\$300,000

RFP 8200 JRH0107REBID
Section 0603 Competitive Commission Proposal

Item No.	Description	Minimum Annual Fee
1	Minimum Annual Fee Guaranteed (minimum) annual fee Contractor agrees to pay ACCD each Accounting Year for the right and privilege to provide services to Clients at ACCD Facilities under this Contract. The annual guaranteed fee shall be no less than the minimum amounts as required in this RFP. (10 points)	\$ 300,000

Item No.	Description	Percentage Commission
2	Percentage Commission Fee for Audio Visual Services: Percentage of Gross Revenues that Contractor agrees to pay ACCD for services provided by Contractor to Clients at ACCD Facilities under this Contract. The annual Percentage Commission Fee shall be no less than the minimum amounts as required in this RFP (no less than 12%). (6 points)	12.0 %
3	Percentage Commission Fee for Rigging Services: Percentage of Gross Revenues that Contractor agrees to pay ACCD for services provided by Contractor to Clients at ACCD Facilities under this Contract. The annual Percentage Commission Fee shall be no less than the minimum amounts as required in this RFP (no less than 17%). (6 points)	17.0 %

Additional Commission Information

This information will not be used in the evaluation of the proposal and is for informational purposes only. Leaving this blank, writing in 0% or 'no bid' will be interpreted by the City that the Proposer is waiving its right to an Event-Specific Adjustment throughout the Term of the Contract.

Item No.	Description	Percentage Commission
4	Percentage Commission Fee for Event-Specific Adjustments for Audio Visual Services: Percentage of Gross Revenues that Contractor agrees to pay ACCD for services provided by Contractor to Clients at ACCD Facilities under this Contract for up to five specific event(s) per Contract year. The Contractor's Event-Specific Adjustment shall be no more than five percent more or less than the Percentage Commission Fee provided for items 2 and 3 above.	7.0 %
5	Percentage Commission Fee for Event-Specific Adjustments for Rigging Services: Percentage of Gross Revenues that Contractor agrees to pay ACCD for services provided by Contractor to Clients at ACCD Facilities under this Contract for up to five specific event(s) per Contract year. The Contractor's Event-Specific Adjustment shall be no more than five percent more or less than the Percentage Commission Fee provided for items 2 and 3 above.	12.0 %



Tab 10 – Miscellaneous Submittals

Miscellaneous Submittals

- a. Describe Proposer's standards, expectations, and philosophy of customer service protocols for audio visual and rigging services, including how those expectations are memorialized (e.g. brochure, binder, website). If Proposer maintains a formal customer service program, include an applicable description and/or materials that demonstrate the Proposer's commitment to customer service.

Freeman's Service Vision exemplifies the standards and expectations for customer service. Whether a project is audio visual or rigging in nature we strive to make every customer interaction a positive experience by following our tag line: make it personal. Freeman has a comprehensive recognition program that is focused on customer service. Company wide we have the Service Hero and Star of Excellence for individuals. Branches are recognized for delivering excellent customer service with the Edward T. Goodman award. One of the criteria for the branch award is performance on three independent audits per year focused on customer experience. The branch also has quarterly awards and employee of the year awards that reward demonstrated excellence in customer service. All Freeman employees are required to go through an online customer service training program. Company wide we celebrate Customer Service Week every year, usually in August. That week has daily activities that remind everyone of our employees that the customer is at the center of everything we do. In short, Freeman invests many resources in ensuring we lead the industry in servicing our customers.

While most of our customer service materials are available through our intranet, we also make available hard-copy versions to our staff. Wallet cards with Freeman's service vision are distributed to all employees. An example is below:

<p>Do it Right.</p> <p>First Time.</p> <p>Every Time.</p> <p>FREEMAN</p> <p>6/06 #47807</p>	<p>FREEMAN Service Standards</p> <p>LIKE CLOCKWORK</p> <p>CUSTOMER DRIVEN</p> <p>NO EXCUSES</p> <p>TAKE IT PERSONALLY</p> <p>TUNED IN</p> <p>GREAT PEOPLE = GREAT DECISIONS</p> <p>COMMITTED TO CARE</p> <p>FREEMAN PRIDE</p> <p>EVERYTHING MATTERS</p> <p>RAISE THE BAR</p>	<p>Show Site Service Guidelines</p> <p>Be Prepared and On Time</p> <p>Prompt & Professional is Priority</p> <p>Have Required Tools</p> <p>Listen for Direction</p> <p>Work until the Job is Completed to the Customer's Satisfaction</p> <p>Show Freeman Pride</p> <p>Dress Clean and Neat</p> <p>Respect Co-Workers, Customers, and Yourself</p> <p>Show Enthusiasm</p> <p>Be Customer Focused</p>	<p>Introduce Yourself to the Customer</p> <p>Make Eye Contact and Smile</p> <p>Use the Customer's Name When Possible</p> <p>Keep the Customer Informed</p> <p>Make the Problem Your Problem</p> <p>Listen to the Customer, Do not Interrupt</p> <p>Understand the Customer's Expectations</p> <p>Resolve the Problem to the Customer's Satisfaction</p> <p>Thank Each Customer</p> <p>Let the Customer Know You are Leaving</p> <p>Ask if the Customer Needs Anything Else & Inform Your Supervisor</p> <p>Tell the Customer We Appreciate Their Business</p>
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At every labor check-in location we post our service vision sign. It is a reminder to all employees that we there to service the customer.



The sign is a vertical poster with a dark blue background. At the top, the word "FREEMAN" is written in large, white, sans-serif capital letters. Below this is a horizontal strip of five small photographs showing various employees in different work settings, smiling and interacting. To the left of the main text area is a vertical strip with the Freeman logo (a blue square with the word "blue" in white) and the word "FREEMAN" in small white letters above it. The main text area contains several sections of white text, including a "Service Vision" paragraph, a "Service Standards" list, and several bulleted lists under headings like "Show Site Labor Customer Service Guidelines", "Be Prepared and On Time", "Show Freeman Pride", "Introduce Yourself to the Customer", "Make the Problem Your Problem", and "Thank Each Customer".

F R E E M A N

Service Vision

We are a family of trusted experts committed to assisting our customers market their products and services. We are driven to accept our clients' challenges as our own. We have the skill and determination to proactively exceed our clients' expectations.

Do it right. First time. Every time.

Service Standards

Like Clockwork	Great People = Great Decisions
Customer Driven	Committed to Care
No Excuses	Freeman Pride
Take It Personally	Everything Matters
Tuned In	Raise the Bar

Show Site Labor Customer Service Guidelines

Be Prepared and On Time

- Prompt & professional is priority
- Have required tools
- Listen for direction
- Work until the job is completed to the customer's satisfaction

Show Freeman Pride

- Dress clean and neat
- Respect co-workers, customers, and yourself
- Show enthusiasm
- Be customer focused

Introduce Yourself to the Customer

- Make eye contact and smile
- Use the customer's name when possible
- Keep the customer informed

Make the Problem Your Problem

- Listen to the customer - do not interrupt
- Understand the customer's expectations
- Resolve the problem to the customer's satisfaction

Thank Each Customer

- Let the customer know you are leaving
- Ask if the customer needs anything else & inform your supervisor
- Tell the customer we appreciate their business

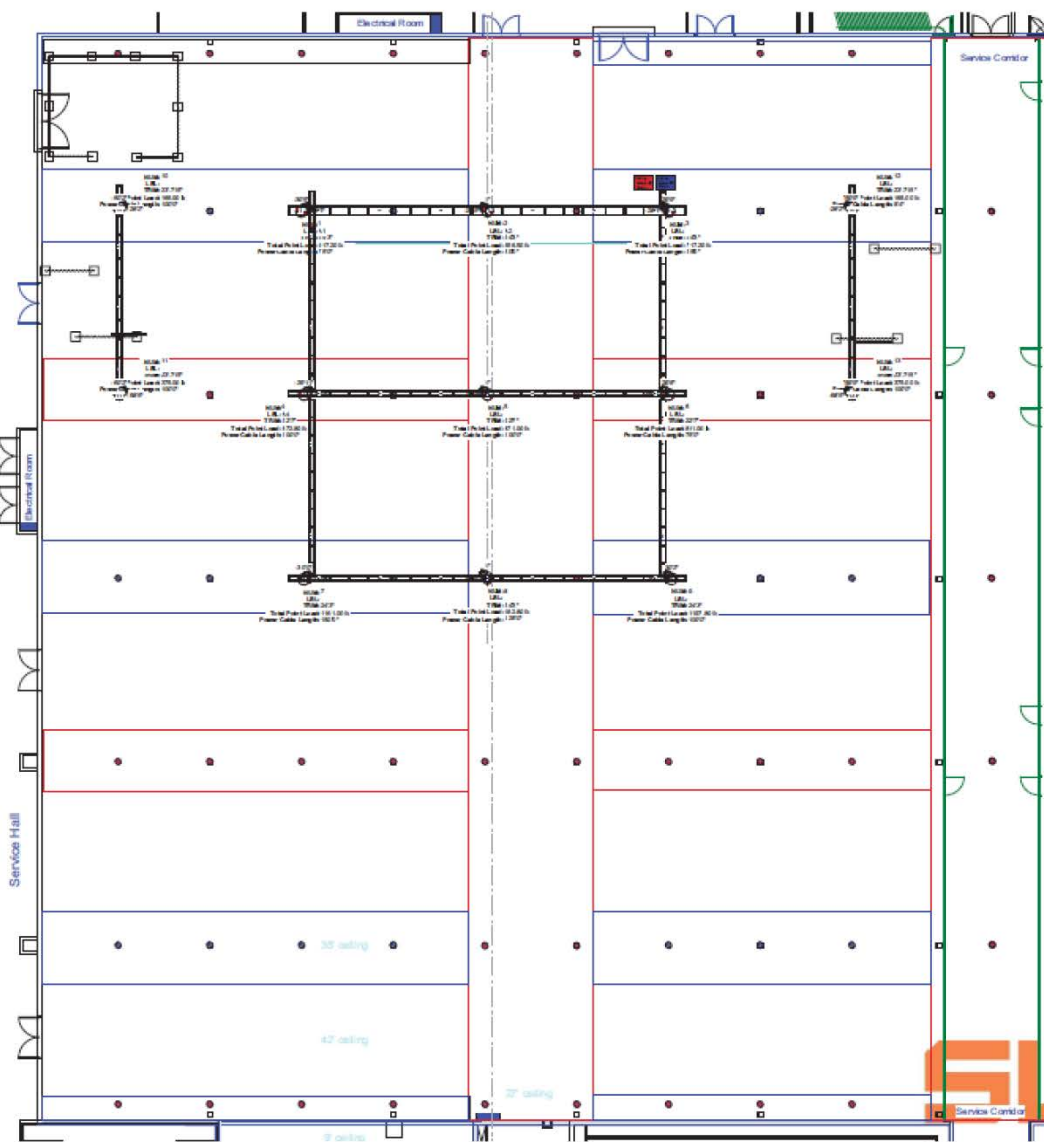
- b. Submit copies of actual Audio Visual and Rigging event plan(s) Proposer has executed (or will execute) for a client. Include a description of the event, expected number of attendees, services provided, and any special considerations taken into account when developing the actual plan. The plan should be comprehensive and should represent the type of plan that will be presented to ACCD Director for approval.

A good example of Freeman's Audio Visual and rigging work is the SpiceWorld Conference. The conference brings in thousands of programmers from all over the world to Austin. We provide full AV and rigging services for the customer including scenic and media production.

The plan begins with renderings that give the customer an idea of what their event will look like. Below is an example from the 2017 general session.



The rendering is flushed out by operations into a production diagram.



EVENT

PRODUCTION

FREEMAN

Audio Visual Solutions, Inc.
4801 Freidrich Ln
Building 1 Suite 100
Austin TX 78744
512-827-3200

VENUE

Austin Convention Center

500 E Cesar Chavez St
Austin TX 78701
512-404-4000

ROOM SET UP DETAIL

ROOM:	Bathroom D
DATE:	October 9-11, 2017
FUNCTION:	
SEATING STYLE:	
SEATING COUNT:	

DRAWING DETAILS

VERSION:	1
REVISION DATE:	9/12/14
DRAWN BY:	Phil Sherrod
SCALE:	As Noted

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ALL FLOORPLANS ARE SUBJECT TO FINAL APPROVAL BY LOCAL FIRE MARSHAL

DRAWING NOTES

SV2017

WHERE EVERYTHING IT CONNECTS

A production schedule is also created to coordinate all the necessary activities.

General Session Production Schedule				
EVENT NAME:		SpiceWorld General Session		F R E E M A N
START DATE:		Friday October 06, 2017		
END DATE:		Wednesday October 11, 2017		
ONSITE CONTACT:		Shawn Meyer		
DATE	START	COMPLETE	OWNER	EVENT/TASK
Fri Oct 06, '17				Load-In / Setup Day 1
	8:00 AM or before	ACC		Drop rigging power (See Power Tab)
				Drop FOH tech risers & backstage tables & chairs (See Staging Tab)
				(3) 32' Scissor Lifts left in yard
	8:00 AM	9:00 AM	FAV/205	Crew call
				Truck Arrives (Docks 12 & 13)
				Unload Truck Into Hall 4 / Sort / Push GS to Elevator & up to D
	9:00 AM	1:00 PM	FAV/205	Set rigging / audio / video / lighting / scenic
	9:00 AM		ACC	Tie in audio, video, power (See Power Tab)
	12:00 PM	1:00 PM	FAV/205	Crew Lunch
	1:00 PM	6:00 PM	FAV/205	Continue setup of audio / video / lighting / scenic
	6:00 PM		FAV/205	Crew departs
			ACC	Drop Chairs
				Secure room overnight
Sat Oct 07, '17				DARK DAY
Sun Oct 08, '17				Setup Day 2
	8:00 AM		FAV	Crew call
	8:00 AM	12:00 PM	FAV/205	Complete Setup of / audio / video / lighting
	12:00 PM	1:00 PM	FAV/205	Crew Lunch
	12:00 PM	1:30 PM	ACC	Drop main stage (See staging tab)
				Set chairs
			DECO	Install P & D
	1:30 PM	3:00 PM	DECO	Install carpet
	1:00 PM	5:00 PM	FAV/205	Tech check of / audio / video / lighting
	1:30 PM	4:00 PM	FAV/205	Lighting Focus
	5:00 PM	6:00 PM	FAV/205	Tech Run-through w/Chris
	6:00 PM		FAV/205	Crew Departs
			ACC	Secure room overnight

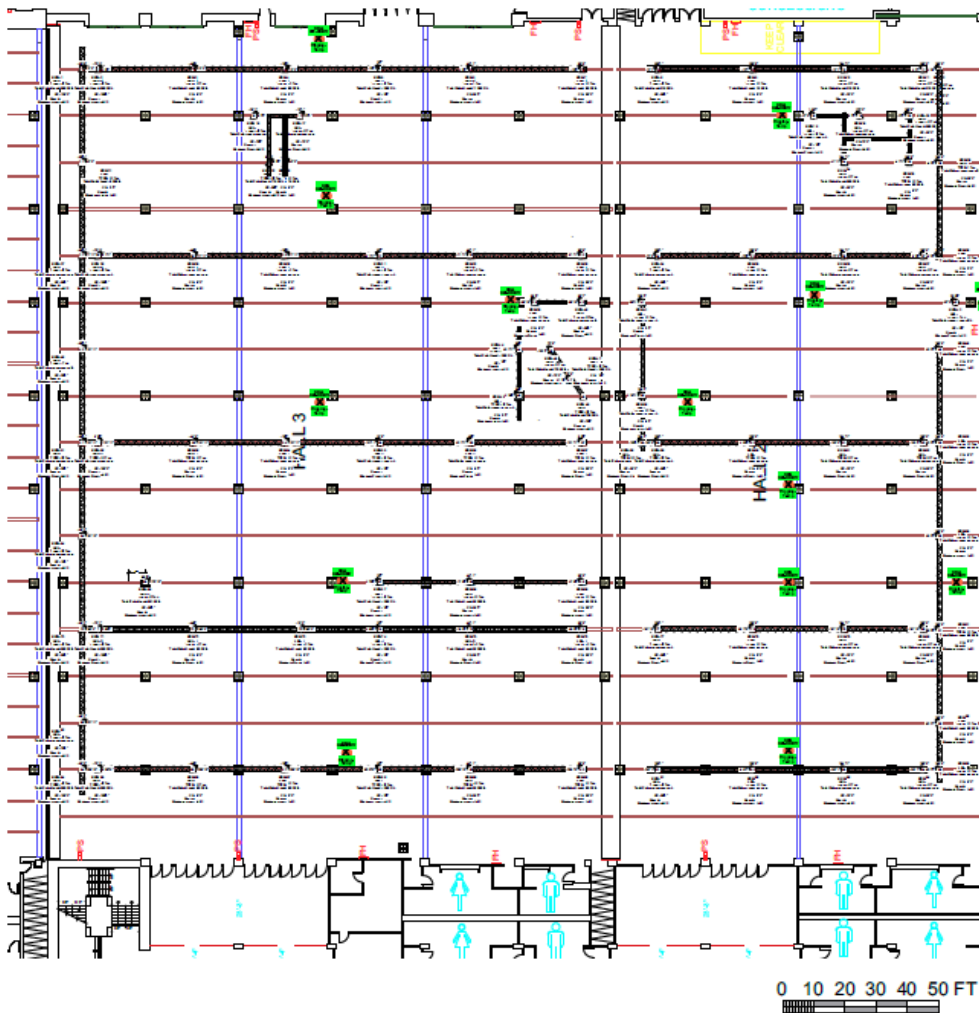
The production schedule includes power requirements to ACCD personnel.

POWER REQUIREMENTS			
EVENT:	Spiceworks SpiceWorld 2016		
VENUE:	ACC		
ROOM:	Ballroom D		
LOADIN:	Friday, October 6, 2017		
SHOW:	Monday, October 9, 2017	Wednesday, October 11, 2017	
LOADOUT:	Wednesday, October 11, 2017		
RIGGING:	30A		
	INSTALL DATE & TIME:	Friday October 6, 2017 8:00 AM	
	DISCONNECT:	Wednesday October 11, 2017 10:00 PM	
LIGHTING:	400A3P		
	INSTALL DATE & TIME:	Friday October 6, 2017 9:00 AM	
	DISCONNECT:	Wednesday October 11, 2017 8:00 PM	
AUDIO:	60A1p		
	INSTALL DATE & TIME:	Friday October 6, 2017 9:00 AM	
	DISCONNECT:	Wednesday October 11, 2017 8:00 PM	
VIDEO/AUDIO	100A3P		
	INSTALL DATE & TIME:	Friday October 6, 2017 9:00 AM	
	DISCONNECT:	Wednesday October 11, 2017 8:00 PM	
FOH	30A 120V		
	INSTALL DATE & TIME:	Friday October 6, 2017 8:00 AM	
	DISCONNECT:	Wednesday October 11, 2017 8:00 PM	

The production schedule also includes facility requirements to ACCD personnel.

F R E E M A N			
Producer	Chris Overbeek - 512-801-7487 chris.overbeek@freemanco.com		
Project Manager	Shawn Meyer - 512-948-8018 shawn.meyer@freemanco.com		
FACILITY REQUIREMENTS			
EVENT:	Spiceworks SpiceWorld 2016		
VENUE:	ACC		
ROOM:	Ballroom D		
LOADIN:	Friday, October 6, 2017		
SHOW:	Monday, October 9, 2017	Wednesday, October 11, 2017	
LOADOUT:	Wednesday, October 11, 2017		
MAIN STAGE- Please see diagram			
RISERS:	<u>Downstage</u> - 32'w x 8'd x 24"h <u>Midstage</u> - 44'w x 8'd x 32"h <u>Upstage</u> - 52'w x 8'd x 32"h <u>SL & SR Upstage</u> - 8'w x 4'd x 32" per side		
STAIRS:	(2) upstage one per side		
TABLES:			
LECTERN:			
CHAIRS:			
INSTALL DATE & TIME:	Sunday October 8, 2017 12:00 PM		
DISMANTLE:	Wednesday October 11, 2017 5:30 PM		
FOH TECH RISER-			
RISERS:	30'w x 8'd x 24"h		
STAIRS:	(2) 1 per side		
TABLES:	(3) - 6' x 30" (3) 6' x 18"		
CHAIRS:	6		
INSTALL DATE & TIME:	10/6/2017 8:00:00 AM or earlier		
DISMANTLE:	Wednesday October 11, 2017 11:00 PM		
BACKSTAGE-			
TABLES:	(6) - 6' x 30"		
CHAIRS:	8		
DELIVER BY:	10/6/2017 8:00:00 AM or earlier		
DISMANTLE:	Wednesday October 11, 2017 11:00 PM		
SEATING- (PLEASE SEE DIAGRAM)			

An example of a rigging only project is the MillerCoors Distributors conference. When working with outside production companies we communicate through diagrams and ensure completeness, safety, and viability before submitting to ACCD personnel for approval. Below is an example of the Brand Experience portion of the event.



EVENT

**Miller Coors
Brand Experience**

VENUE

Austin Convention Center
500 E Cesar Chavez St
Austin|TX|78701
512.404.4000

BOOTH DETAIL

BOOTH NUMBER:

BOOTH NAME:

HALL NAME:

Halls 2-3

FUNCTION:

Purpose / Designation / Session /
Sheet Name

DRAWING DETAIL

EVENT DATES: Mar 28, 2018

VERSION: 1 **SCALE:**

REVISION DATE:

REVISION BY:

FILE STARTED: mm/dd/yyyy

STARTED BY:

SALES:

FILE NAME:

MC Brand Experience FAV

Rigging.wvx

FREEMAN

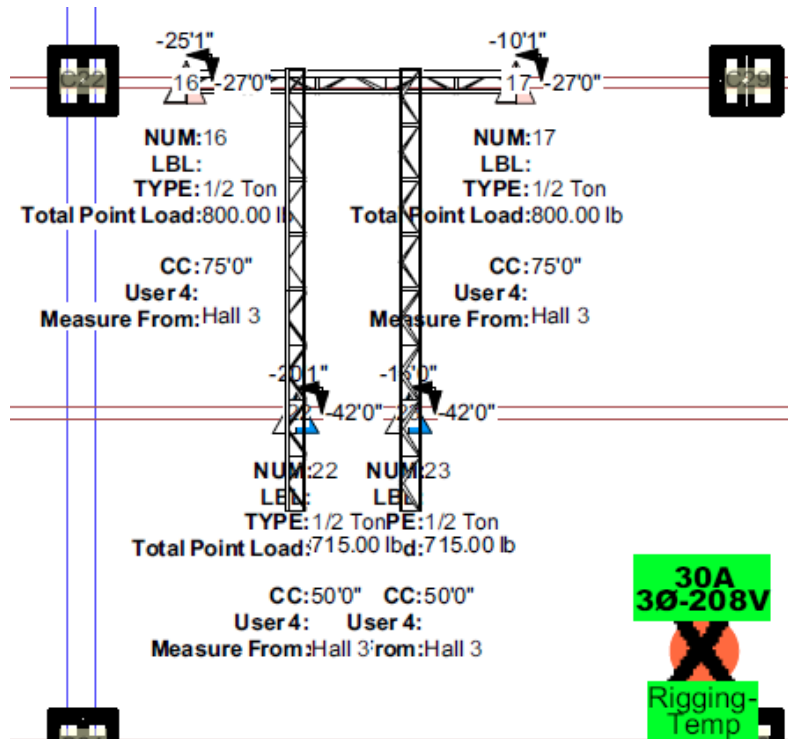
4801 Freidrich Ln Suite 100
Austin|TX|78744
512.827.3200

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without written authorization from
Freeman Audio Visual, Inc.

Every effort has been made to ensure the
accuracy of the floorplan. No warranties,
either expressed or implied are made.
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**ALL FLOORPLANS ARE SUBJECT TO FINAL
APPROVAL BY LOCAL FIRE MARSHAL**

Below is a detailed portion of the MillerCoors Brand Experience event.



c. Provide a copy of the Proposer's human resources manual.

As a privately held company Freeman does not disclose this information.

- d. Provide a description and photos of Proposer's suggested uniform and nametag for employees that will be interacting with Clients and/or visible to the public. ACCD shall have final approval of uniform selection, such approval not to be unreasonably withheld.

Freeman employees will adhere to all appearance, grooming and conduct standards as set forth, and amended from time to time, by the ACCD. Freeman has established a comprehensive dress code policy that is strictly enforced.

Freeman Dress Code

Freeman entrusts that employees will exercise good judgment when it comes to attire, and they will dress according to their schedule/meetings each day. All clothing should be clean, neat, free of tears, and always portray a professional image. Professionalism is paramount when it comes to client contact, so some situations and work settings require different decisions about attire. "Business casual" dress is the suggested standard that should be observed when employees are attending meetings or industry events on behalf of the company. A Freeman badge must be worn at all times.

Employees are also entrusted to practice good hygiene and report to work clean and well-groomed. Visible tattoos should be small and not of an offensive nature to others. Modest earrings/piercings are acceptable.



During Setup, Dismantle, Delivery and Pick-Up

An employee shall wear:

- Pressed cotton, pleated or flat front Docker® style or dark dress pants (black in color).
- In situations where Docker® style or dress pants are not practical due to working conditions, i.e. when rigging or during outdoor events, employees may wear black jeans (non-faded and in good condition).
- Company polo or oxford shirt, and/or jacket. No other shirt or jacket is accepted.
- Shorts may be worn by delivery personnel in situations where no customer contact is involved i.e. pick-ups and drop-offs to facility loading docks. Shorts must be pleated or flat front Docker® style (black in color).
- To reduce the risk of injury, all employees are obliged to wear safety shoes for all equipment installations, dismantles, and deliveries.



Tab 11 – Expanded Services

Expanded Services

1. While not a requirement of this RFP, Proposer may submit expanded services which may be similar to, or related to, Audio Visual and Rigging Services for ACCD to consider. Submitting expanded services is for informational purposes only and will not be part of the evaluation, nor will it be automatically included in the resulting Contract. The City may, at its choosing, elect to contract for all, some, or none of the expanded services being offered. These services shall not contain any Contract provisions related to the Audio Visual and Rigging Services or the Fees and Commissions paid to ACCD for Audio Visual and Rigging Services. If submitting expanded services, Proposer should:
 - a. Include a comprehensive description of these expanded services, indicating Proposer's experience, equipment, and potential additional revenue these services would generate for ACCD.

As a leader in the industry Freeman is continuously pushing the envelope and developing internal capabilities to meet the changing needs of our customers. While not part of our core audio-visual and rigging proposal, the following services are available to our customers.

Creative Services

The breadth of creative services at Freeman has been built to meet the needs of our diverse client base. From simple structural or graphic design to video development and production, from animators to executive communication writers—we are able to bring something into existence that did not previously exist.

Freeman Creative Services suite of offerings include:

- Concept Development, Creative Direction
- Executive Speechwriting
- Fly-Through Animations
- Graphic Design
- Video Animations, Video Development, and Production
- Website and Microsite Development

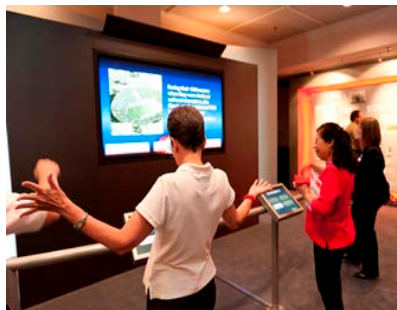
Mobile Tours

Sometimes the most powerful way to connect a client and an audience is to take the experience to them. The mobile tour takes all shapes and forms. From a customized airstream to a partnership with youth soccer, Freeman creates an experience that not only moves the attendees, it moves!



Permanent Installations

Creating an experience that lives with an existing facility permanently or semi-permanently requires an in-depth understanding of not only long-term experience objectives, but also longer-term use and traffic patterns. Using permanent installations Freeman develops multi-layered experiences that appeal to each of the different attendee sets as well as providing different levels of engagement.



Virtual Reality

Experience VR the Freeman way
Innovative. Immersive. 3D like you've never seen it.

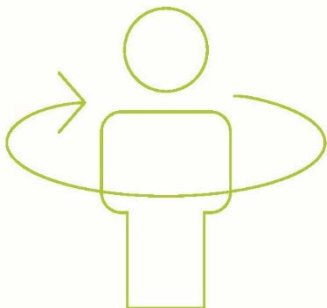


What is Virtual Reality?

Virtual Reality is a collection of advanced technologies that allow our studio to create truly innovative and realistically immersive experiences using true three-dimensional views.

Create Immersive VR Content.

Amplify events by creating audience engagement activities, extend attendee reach with live 360-degree streaming, or step into another world from any location.



Our new Virtual Reality studio offers:

VR Design Explorer

Invite clients to walk through experiences, designs, venues, and/or events in true stereoscopic 3D.

VR Product Explorer

Clients can demonstrate products of any size or expense in new hands-on 3D virtual reality.

Live VR Streaming

Through Virtual Reality streams, viewers can experience shows, concerts and events as if they're in the live audience.

VR Films & Videos

Transport viewers into dramatic, all-enveloping environments through 3D and/or 360-degree storytelling.

Custom VR Experiences

Let us create entirely new virtual worlds, games, interactive apps, learning programs and more. In VR, there are no limits.

PlanTour

Virtual venue tours, sponsorship program management, and meeting space planning made simple.

Freeman's new PlanTour program.

This program can expand to show the entire facility, along with meeting rooms.

PlanTour allows show organizers and meeting planners to plan and execute sponsorship programs, including the ability to virtually scout venues, view floor plans, and build a sponsorship portfolio.

Tour multiple facilities from the comfort of your desk.

Virtual venue tours of multiple facilities

Access operational information, like venue options and A/V functionality

View floor plans, sponsorship opportunities, and meeting space specifications



Save time and budget with immersive virtual site visits

Effortlessly narrow down choices to the rooms that work best for your event

Build a robust sponsorship program to drive new revenue



- b. Provide a commission proposal for the expanded services. Any commission proposal submitted for expanded services shall be 'stand-alone' and shall not be combined, part of a contract provision, or bundled with the Competitive Commission Proposal submitted by Proposer for Audio Visual and Rigging Services at ACCD.

As a valued partner Freeman is prepared to work with ACCD on a case-by-case basis on any business from our Expanded Services offerings that comes to Freeman from the ACCD. Depending on the scope and complexity of the project Freeman is prepared to negotiate in good faith with the Director or designated representative a commission percentage of the Expanded Services our shared customer selects.

2. **Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

Freeman is located at 4801 Freidrich Lane, Suite 100, Austin, TX, 78744. We have been located in Austin for 25 years. Freeman is committed to the Austin market and continues to foster stronger relationships within Austin. The Austin branch currently employees dozens of City of Austin residents and will continue to use employees that reside in Austin to support the contract.

3. **Service-Disabled Veteran Business Enterprise ("SDVBE"):** Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

Freeman currently does not hold a SDVBE certification.

- 4. Compliance:** The Proposer agrees to compliance with the terms of this Request for Proposal (RFP) and with all applicable rules and regulations of Federal, State, and Local governing entities.

Freeman agrees to comply with the terms of this RFP and abide by all applicable rules and regulations of Federal, State, and Local governing entities.

- 5. Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

Freeman accepts the Proposal Acceptance Period.

- 6. Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Freeman agrees to designate any Information within this RFP response that is to be considered Confidential and Proprietary.

- 7. Travel Expenses:** All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

8. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.
9. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
10. **Evaluation Factors and Award:**
- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- B. **Evaluation Factors:** All Proposals will be evaluated based on the following criteria and maximum point values.
- a. **Proposed Solution and Program (Tab 4) 20 points**
 - b. **Equipment (Tab 5) 10 points**
 - c. **Prior Experience & References (Tab 6 & Tab 7) 20 points**
 - d. **Project Management Structure and Personnel (Tab 8) 10 points**
 - e. **Commission Proposal (Tab 9) 22 points**
 - f. **Miscellaneous Submittals (Tab 10) 5 points**
 - g. **Service-Disabled Veteran Business Enterprise Preference (Tab 3 – Section 0840) 3 points**
 - h. **Local Business Presence (Tab 3 – Section 0605) 10 points**
- | Team's Local Business Presence | Points Awarded |
|--|----------------|
| Local business presence of 90% to 100% | 10 |
| Local business presence of 75% to 89% | 8 |
| Local business presence of 50% to 74% | 6 |
| Local business presence of 25% to 49% | 4 |
| Local presence of between 1 and 24% | 2 |
| No local presence | 0 |
- C. **Presentations, Demonstrations Optional:** The City will score proposals on the basis of the criteria listed above. The City may select a “short list” of Proposers based on those scores. “Short-listed” Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score “short-listed” proposals as a result, and to make award recommendations on that basis.



Appendices

Non-Suspension or Debarment Certification

Freeman currently does not hold a Non-Suspension or Debarment Certification.

Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- a. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- b. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- c. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- d. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

Freeman agrees to all Non-Collusion, Non-Conflict of Interest and Anti-Lobbying regulations as outlined above.

Exhibit A: AV and Rigging Commission History FY13-17

AUSTIN CONVENTION CENTER

FY13	Gross Revenue	Audio Visual Commission	Rigging Commission	Total Commission
October 12	277,375.93	33,285.11	0.00	33,285.11
November 12	114,394.82	15,834.35	1,324.88	17,159.23
December 12	346,983.97	48,362.10	3,685.50	52,047.60
January 13	26,237.23	3,458.77	476.81	3,935.58
February 13	465,169.73	66,101.21	3,674.25	69,775.46
March 13	739,563.20	110,934.48	0.00	110,934.48
April 13	34,640.99	5,196.15	0.00	5,196.15
May 13	478,581.00	65,871.90	5,915.25	71,787.15
June 13	426,620.52	61,128.08	2,865.00	63,993.08
July 13	675,404.39	97,533.66	3,777.00	101,310.66
July 13-Addtl 2%	458,206.39	9,164.13	0.00	9,164.13
August 13	202,887.57	34,490.89	0.00	34,490.89
September 13	136,555.85	23,214.49	0.00	23,214.49
Total	4,382,621.59	574,575.32	21,718.69	596,294.01

FY14	Gross Revenue	Audio Visual Commission	Rigging Commission	Total Commission
October 13	88,014.96	14,265.97	696.58	14,962.55
November 13	363,238.85	52,893.22	7,143.24	60,036.46
December 13	195,650.52	27,365.33	1,982.25	29,347.58
January 14	52,521.90	6,685.79	1,192.50	7,878.29
February 14	280,873.32	40,587.20	1,543.80	42,131.00
March 14	449,079.10	65,225.86	2,136.00	67,361.86
April 14	682,510.53	95,772.74	6,603.84	102,376.58
May 14	189,655.92	27,144.89	1,303.50	28,448.39
June 14	332,438.95	46,250.09	3,615.75	49,865.84
July 14	325,709.11	45,145.37	3,711.00	48,856.37
July 14 Addtl 2%	309,553.22	51,192.22	1,431.83	52,624.05
August 14	191,465.50	32,549.14	0.00	32,549.14
September 14	654,398.36	108,237.88	3,009.85	111,247.73
Total	3,734,181.59	613,315.70	34,370.14	647,685.84

FY15	Gross Revenue	Audio Visual Commission	Rigging Commission	Total Commission
October 14	373,020.27	53,861.69	9,551.75	63,413.44
November 14	16,713.40	1,641.82	799.19	2,441.01
December 14	153,698.88	18,867.05	4,187.79	23,054.84
January 15	281,241.15	38,816.46	3,369.71	42,186.17
February 15	255,144.99	33,243.30	5,028.45	38,271.75
March 15	348,741.66	47,315.65	4,995.60	52,311.25
April 15	593,028.50	81,636.13	7,318.14	88,954.27
May 15	483,854.44	67,059.74	5,518.43	72,578.17
May 15-17%	56,390.88	9,586.45	0.00	9,586.45
June 15	254,053.55	35,349.64	7,839.47	43,189.11
July 15	164,812.79	23,228.59	4,789.58	28,018.17
August 15	730,649.82	104,964.77	19,245.70	124,210.47
September 15	718,936.83	103,680.95	18,538.26	122,219.21
Total	4,430,287.16	619,252.24	91,182.07	710,434.31

FY16	Gross Revenue	Audio Visual Commission	Rigging Commission	Total Commission
October 15	512,321.86	70,644.56	6,203.75	76,848.31
November 15	897,029.50	101,107.25	33,447.17	134,554.42
December 15	496,799.30	52,034.52	22,485.38	74,519.90
January 16	156,159.44	20,429.99	2,993.93	23,423.92
February 16	606,147.98	81,772.02	9,150.18	90,922.20
March 16	200,413.23	26,957.73	3,104.25	30,061.98
March 16-17%	81,283.85	13,818.25	0.00	13,818.25
April 16	631,723.83	97,162.97	10,234.33	107,397.30
May 16	454,933.15	46,797.40	30,658.23	77,455.63
June 16	290,867.60	45,824.75	3,622.74	49,447.49
July 16	882,943.59	133,204.53	16,895.88	150,100.41
August 16	468,633.28	65,322.55	14,345.11	79,667.66
September 16	181,959.31	27,622.50	3,310.58	30,933.08
Total	5,861,215.92	782,699.02	156,451.53	939,150.55

FY17	Gross Revenue	Audio Visual Commission	Rigging Commission	Total Commission
October 16	1,024,338.96	138,468.05	15,182.81	153,650.86
November 16	1,449,046.07	146,501.97	70,854.94	217,356.91
December 16	232,596.69	30,183.70	4,705.80	34,889.50
January 17	891,762.61	14,183.58	3,635.03	17,818.61
February 17-15%	79,125.65	11,868.85	0.00	11,868.85
February 17-17%	631,027.55	96,879.57	10,395.12	107,274.69
March 17	293,910.09	44,592.63	5,372.09	49,964.72
April 17	927,949.25	136,455.90	21,295.48	157,751.38
May 17	1,210,633.75	184,826.64	20,981.10	205,807.74
June 17	572,917.13	81,424.20	16,134.07	97,558.27
July 17	933,079.67	147,305.06	11,318.48	158,623.54
August 17	250,373.23	36,660.14	5,903.31	42,563.45
September 17	135,134.32	20,826.95	2,145.89	22,972.84
Total	8,631,894.97	1,090,177.24	187,924.12	1,278,101.36

PALMER EVENTS CENTER

FY13	Gross Revenue	Audio Visual Commission	Rigging Commission	Total Commission
October 12	1,220.00	146.40	0.00	146.40
November 12	3,470.50	520.58	0.00	520.58
December 12	8,848.55	1,327.28	0.00	1,327.28
January 13	2,728.96	409.34	0.00	409.34
February 13	6,237.95	935.69	0.00	935.69
March 13	38,650.17	5,797.53	0.00	5,797.53
April 13	56,531.20	7,399.68	1,080.00	8,479.68
May 13	27,034.90	4,055.24	0.00	4,055.24
June 13	7,108.94	1,066.34	0.00	1,066.34
July 13	0.00	0.00	0.00	0.00
August 13	0.00	0.00	0.00	0.00
September 13	8,582.20	1,458.97	0.00	1,458.97
Total	160,413.37	23,117.05	1,080.00	24,197.05

FY14	Gross Revenue	Audio Visual Commission	Rigging Commission	Total Commission
October 13	18,938.75	3,219.57	0.00	3,219.57
November 13	4,081.10	612.17	0.00	612.17
December 13	10,204.75	1,530.71	0.00	1,530.71
January 14	0.00	0.00	0.00	0.00
February 14	3,053.05	457.96	0.00	457.96
March 14	15,573.37	2,336.01	0.00	2,336.01
April 14	60,274.38	7,705.03	1,336.13	9,041.16
May 14	22,888.85	2,083.33	1,350.00	3,433.33
June 14	2,696.40	404.46	0.00	404.46
July 14	4,282.40	642.36	0.00	642.36
August 14	25,864.15	4,396.91	0.00	4,396.91
September 14	886.00	150.62	0.00	150.62
Total	168,743.20	23,539.13	2,686.13	26,225.26

FY15	Gross Revenue	Audio Visual Commission	Rigging Commission	Total Commission
October 14	32,640.53	5,548.89	0.00	5,548.89
November 14	1,925.00	288.75	0.00	288.75
December 14	11,030.15	1,654.52	0.00	1,654.52
January 15	4,968.00	745.20	0.00	745.20
February 15	3,861.55	579.23	0.00	579.23
March 15	33,689.40	4,011.66	1,041.75	5,053.41
April 15	2,681.25	402.19	0.00	402.19
May 15	22,832.18	44.13	3,380.70	3,424.83
June 15	38,237.55	6,500.38	0.00	6,500.38
July 15	0.00	0.00	0.00	0.00
August 15	46,659.39	7,932.10	0.00	7,932.10
September 15	16,941.20	634.13	2,245.87	2,880.00
Total	215,466.20	28,341.18	6,668.32	35,009.50

FY16	Gross Revenue	Audio Visual Commission	Rigging Commission	Total Commission
October 15	19,497.77	2,924.67	0.00	2,924.67
November 15	43,040.70	6,054.11	402.00	6,456.11
December 15	1,641.25	246.19	0.00	246.19
January 16	24,143.82	3,081.57	540.00	3,621.57
February 16	41,072.65	4,531.45	1,629.45	6,160.90
March 16-17%	6,709.15	1,140.56	0.00	1,140.56
April 16	9,533.20	1,620.64	0.00	1,620.64
May 16	45,348.95	5,129.40	2,579.92	7,709.32
June 16	7,535.75	279.01	1,002.07	1,281.08
July 16	648.90	110.32		110.32
August 16	43,221.05	6,736.00	611.58	7,347.58
September 16	13,404.00	0.00	2,278.68	2,278.68
Total	255,797.19	31,853.92	9,043.70	40,897.62

FY17	Gross Revenue	Audio Visual Commission	Rigging Commission	Total Commission
October 16-17%	4,321.95	734.73	0.00	734.73
October 16-15%	64,059.60	9,273.69	335.26	9,608.95
November 16	29,225.00	1,254.60	3,134.55	4,389.15
November 16-17%	(36.00)	0.00	(6.12)	(6.12)
December 16	0.00	0.00	0.00	0.00
January 17	2,669.80	400.47	0.00	400.47
February 17-17%	12,616.55	667.68	1,477.13	2,144.81
March 17	77,202.97	13,124.50	0.00	13,124.50
April 17	8,258.65	1,403.97	0.00	1,403.97
May 17	51,603.30	8,115.85	656.71	8,772.56
June 17	2,733.00	464.61	0.00	464.61
July 17	659.65	112.14	0.00	112.14
August 17	10,933.55	926.25	932.45	1,858.70
September 17	23,950.00	1,507.01	2,564.49	4,071.50
Total	288,198.02	37,985.50	9,094.47	47,079.97

Exhibit B: Event and Attendance History ACC and PEC by FY

Table 1: Event by Fiscal Year for Austin Convention Center

Event Type	2011	2012	2013	2014	2015	2016	2017
Conventions	36	39	34	37	40	41	43
Consumer Shows	11	19	18	19	14	13	14
Conference/Meetings	53	45	47	49	39	38	22
Food & Beverage	13	11	14	9	6	6	5
Trade Shows	9	8	6	5	2	2	3
Others	37	34	26	31	25	14	80
Total	159	156	145	149	126	114	167

Table 2: Event by Fiscal Year for Palmer Events Center

Event Type	2011	2012	2013	2014	2015	2016	2017
Conventions	1	2	3	4	1	4	3
Consumer Shows	48	43	53	52	38	42	44
Conference/Meetings	39	51	48	41	35	31	27
Food & Beverage	13	16	18	18	17	17	21
Trade Shows	4	3	14	8	4	8	8
Others	24	24	30	44	54	67	59
Total	129	138	166	166	148	169	162

Table 3: Attendance by Booking Type for Austin Convention Center

Event Type	2011	2012	2013	2014	2015	2016	2017
Conventions	209,680	173,623	176,100	217,850	239,868	322,811	338,786
Consumer Shows	99,500	168,700	194,300	157,000	127,563	106,250	123,000
Conference/Meetings	33,837	44,218	36,170	47,738	36,289	31,765	25,910
Food & Beverage	6,050	6,159	6,179	4,631	3,550	4,080	3,410
Trade Shows	23,875	26,275	13,575	5,075	1,700	10,750	2,140
Others	37,106	39,116	26,140	31,048	49,055	29,443	29,637
Total	410,048	458,091	452,464	463,342	458,025	505,099	522,883

Table 4: Attendance by Booking Type for Palmer Events Center

Event Type	FY 2011	2012	2013	2014	2015	2016	2017
Conventions	20,000	10,700	12,200	9,330	7,200	57,900	29,000
Consumer Shows	218,940	207,555	255,035	317,935	266,685	279,620	203,805
Conference/Meetings	19,725	19,161	19,338	27,662	12,805	13,845	10,615
Food & Beverage	23,260	24,230	24,010	24,275	26,660	28,510	37,760
Trade Shows	5,000	4,500	11,650	13,000	7,800	8,600	7,600
Others	55,955	52,635	44,845	7,304	107,564	88,454	86,712
Total	342,880	318,781	367,078	465,223	428,714	476,929	375,492

Exhibit C

ACCD Definite Events from 1/1/18 to 12/31/20

Start Date	End Date	Type	Venue	Attendance
06/21/18	06/25/18	Concert/Performance (CNCRT)	Austin Convention Center (5060)	4,000
01/23/18	01/24/18	Conference (CONF)	Austin Convention Center (5060)	500
02/02/18	02/02/18	Conference (CONF)	Austin Convention Center (5060)	1,500
04/03/18	04/05/18	Conference (CONF)	Austin Convention Center (5060)	1,500
05/01/18	05/02/18	Conference (CONF)	Austin Convention Center (5060)	600
06/12/18	06/12/18	Conference (CONF)	Austin Convention Center (5060)	1,700
08/27/18	08/28/18	Conference (CONF)	Austin Convention Center (5060)	300
11/09/18	11/09/18	Conference (CONF)	Austin Convention Center (5060)	7,500
11/12/18	11/14/18	Conference (CONF)	Austin Convention Center (5060)	1,600
06/11/19	06/11/19	Conference (CONF)	Austin Convention Center (5060)	1,700
01/18/18	01/21/18	Consumer Show (CONSH)	Austin Convention Center (5060)	15,000
01/19/18	01/20/18	Consumer Show (CONSH)	Austin Convention Center (5060)	10,000
02/15/18	02/18/18	Consumer Show (CONSH)	Austin Convention Center (5060)	10,000
04/20/18	04/22/18	Consumer Show (CONSH)	Austin Convention Center (5060)	10,000
12/01/18	12/02/18	Consumer Show (CONSH)	Austin Convention Center (5060)	1,700
01/06/18	01/11/18	Convention (CONV)	Austin Convention Center (5060)	3,700
01/28/18	01/31/18	Convention (CONV)	Austin Convention Center (5060)	6,500
02/05/18	02/09/18	Convention (CONV)	Austin Convention Center (5060)	15,000
02/16/18	02/18/18	Convention (CONV)	Austin Convention Center (5060)	6,000
02/22/18	02/24/18	Convention (CONV)	Austin Convention Center (5060)	1,200
02/25/18	02/28/18	Convention (CONV)	Austin Convention Center (5060)	2,500
03/04/18	03/18/18	Convention (CONV)	Austin Convention Center (5060)	150,000
03/26/18	03/29/18	Convention (CONV)	Austin Convention Center (5060)	3,800
04/02/18	04/05/18	Convention (CONV)	Austin Convention Center (5060)	3,000
04/10/18	04/14/18	Convention (CONV)	Austin Convention Center (5060)	2,500
04/27/18	04/30/18	Convention (CONV)	Austin Convention Center (5060)	6,000
05/04/18	05/08/18	Convention (CONV)	Austin Convention Center (5060)	3,000
05/15/18	05/16/18	Convention (CONV)	Austin Convention Center (5060)	6,000
05/21/18	05/24/18	Convention (CONV)	Austin Convention Center (5060)	6,000
06/01/18	06/03/18	Convention (CONV)	Austin Convention Center (5060)	20,000
06/10/18	06/15/18	Convention (CONV)	Austin Convention Center (5060)	2,300
06/13/18	06/15/18	Convention (CONV)	Austin Convention Center (5060)	2,850
06/17/18	06/20/18	Convention (CONV)	Austin Convention Center (5060)	4,000
06/24/18	06/26/18	Convention (CONV)	Austin Convention Center (5060)	2,000
07/05/18	07/13/18	Convention (CONV)	Austin Convention Center (5060)	10,000
07/20/18	07/23/18	Convention (CONV)	Austin Convention Center (5060)	8,000
08/03/18	08/05/18	Convention (CONV)	Austin Convention Center (5060)	21,250
08/13/18	08/17/18	Convention (CONV)	Austin Convention Center (5060)	7,000
09/09/18	09/10/18	Convention (CONV)	Austin Convention Center (5060)	12,000
09/28/18	09/30/18	Convention (CONV)	Austin Convention Center (5060)	6,000
10/08/18	10/10/18	Convention (CONV)	Austin Convention Center (5060)	3,200
10/08/18	10/10/18	Convention (CONV)	Austin Convention Center (5060)	2,500
10/21/18	10/24/18	Convention (CONV)	Austin Convention Center (5060)	3,700
10/28/18	10/30/18	Convention (CONV)	Austin Convention Center (5060)	3,000
11/02/18	11/06/18	Convention (CONV)	Austin Convention Center (5060)	4,300
11/13/18	11/16/18	Convention (CONV)	Austin Convention Center (5060)	3,000
11/26/18	11/29/18	Convention (CONV)	Austin Convention Center (5060)	2,500
01/09/19	01/11/19	Convention (CONV)	Austin Convention Center (5060)	1,700
01/21/19	01/23/19	Convention (CONV)	Austin Convention Center (5060)	2,000
01/27/19	01/30/19	Convention (CONV)	Austin Convention Center (5060)	6,000
02/02/19	02/05/19	Convention (CONV)	Austin Convention Center (5060)	2,700
02/10/19	02/13/19	Convention (CONV)	Austin Convention Center (5060)	1,700
03/22/19	03/28/19	Convention (CONV)	Austin Convention Center (5060)	5,000
04/01/19	04/03/19	Convention (CONV)	Austin Convention Center (5060)	3,000
04/15/19	04/18/19	Convention (CONV)	Austin Convention Center (5060)	8,000
05/01/19	05/03/19	Convention (CONV)	Austin Convention Center (5060)	1,600
05/06/19	05/09/19	Convention (CONV)	Austin Convention Center (5060)	5,000
05/14/19	05/15/19	Convention (CONV)	Austin Convention Center (5060)	4,600
05/20/19	05/23/19	Convention (CONV)	Austin Convention Center (5060)	6,000
06/04/19	06/06/19	Convention (CONV)	Austin Convention Center (5060)	5,000
06/07/19	06/12/19	Convention (CONV)	Austin Convention Center (5060)	1,500
06/12/19	06/14/19	Convention (CONV)	Austin Convention Center (5060)	2,850
07/05/19	07/07/19	Convention (CONV)	Austin Convention Center (5060)	20,000
07/09/19	07/11/19	Convention (CONV)	Austin Convention Center (5060)	1,000
07/13/19	07/16/19	Convention (CONV)	Austin Convention Center (5060)	2,500
07/22/19	07/25/19	Convention (CONV)	Austin Convention Center (5060)	2,000
08/25/19	08/28/19	Convention (CONV)	Austin Convention Center (5060)	1,100
09/09/19	09/12/19	Convention (CONV)	Austin Convention Center (5060)	3,200
09/16/19	09/20/19	Convention (CONV)	Austin Convention Center (5060)	6,000
09/22/19	09/25/19	Convention (CONV)	Austin Convention Center (5060)	2,000
09/23/19	09/25/19	Convention (CONV)	Austin Convention Center (5060)	3,700
09/30/19	10/02/19	Convention (CONV)	Austin Convention Center (5060)	4,000
10/16/19	10/19/19	Convention (CONV)	Austin Convention Center (5060)	5,000
10/27/19	10/30/19	Convention (CONV)	Austin Convention Center (5060)	4,500
11/13/19	11/17/19	Convention (CONV)	Austin Convention Center (5060)	3,600
11/13/19	11/15/19	Convention (CONV)	Austin Convention Center (5060)	1,300
11/19/19	11/24/19	Convention (CONV)	Austin Convention Center (5060)	4,000
12/02/19	12/05/19	Convention (CONV)	Austin Convention Center (5060)	1,700

Exhibit C

ACCD Definite Events from 1/1/18 to 12/31/20

Start Date	End Date	Type	Venue	Attendance
01/17/20	01/22/20	Convention (CONV)	Austin Convention Center (5060)	7,000
01/26/20	01/29/20	Convention (CONV)	Austin Convention Center (5060)	6,000
02/05/20	02/07/20	Convention (CONV)	Austin Convention Center (5060)	15,000
03/25/20	04/01/20	Convention (CONV)	Austin Convention Center (5060)	7,000
04/04/20	04/07/20	Convention (CONV)	Austin Convention Center (5060)	4,500
04/23/20	04/26/20	Convention (CONV)	Austin Convention Center (5060)	3,800
04/29/20	05/01/20	Convention (CONV)	Austin Convention Center (5060)	1,600
05/04/20	05/07/20	Convention (CONV)	Austin Convention Center (5060)	5,000
05/12/20	05/13/20	Convention (CONV)	Austin Convention Center (5060)	4,600
05/18/20	05/21/20	Convention (CONV)	Austin Convention Center (5060)	6,000
06/02/20	06/04/20	Convention (CONV)	Austin Convention Center (5060)	5,000
06/12/20	06/16/20	Convention (CONV)	Austin Convention Center (5060)	6,300
06/26/20	06/30/20	Convention (CONV)	Austin Convention Center (5060)	3,000
07/03/20	07/05/20	Convention (CONV)	Austin Convention Center (5060)	20,000
07/27/20	07/28/20	Convention (CONV)	Austin Convention Center (5060)	1,500
09/21/20	09/25/20	Convention (CONV)	Austin Convention Center (5060)	6,000
10/04/20	10/07/20	Convention (CONV)	Austin Convention Center (5060)	3,500
11/19/20	11/22/20	Convention (CONV)	Austin Convention Center (5060)	2,750
04/18/18	04/20/18	Convention w/o Exhibits (CNVWO)	Austin Convention Center (5060)	1,400
09/12/18	09/15/18	Convention w/o Exhibits (CNVWO)	Austin Convention Center (5060)	1,600
02/13/20	02/16/20	Convention w/o Exhibits (CNVWO)	Austin Convention Center (5060)	4,000
02/27/18	02/27/18	Food & Beverage (FB)	Austin Convention Center (5060)	375
03/20/18	03/21/18	Food & Beverage (FB)	Austin Convention Center (5060)	900
05/07/18	05/08/18	Food & Beverage (FB)	Austin Convention Center (5060)	300
01/10/18	01/11/18	Meeting/Workshop/Seminar (MWSSM)	Austin Convention Center (5060)	200
01/21/18	01/21/18	Meeting/Workshop/Seminar (MWSSM)	Austin Convention Center (5060)	2,000
01/27/18	01/27/18	Meeting/Workshop/Seminar (MWSSM)	Austin Convention Center (5060)	1,800
05/14/18	05/16/18	Meeting/Workshop/Seminar (MWSSM)	Austin Convention Center (5060)	1,500
05/19/18	05/19/18	Social (SOC)	Austin Convention Center (5060)	700
02/14/19	02/18/19	Sporting Event (SPORT)	Austin Convention Center (5060)	2,700
01/24/18	01/25/18	Trade Show (TRADE)	Austin Convention Center (5060)	1,500
01/31/19	02/01/19	Trade Show (TRADE)	Austin Convention Center (5060)	1,200
06/24/19	06/28/19	Trade Show (TRADE)	Austin Convention Center (5060)	3,000
02/07/18	02/08/18	COA (COA)	Palmer Events Center (5431)	1,800
03/28/18	03/28/18	COA (COA)	Palmer Events Center (5431)	50
04/20/18	04/20/18	COA (COA)	Palmer Events Center (5431)	190
09/19/18	09/19/18	COA (COA)	Palmer Events Center (5431)	1,800
10/19/18	10/19/18	COA (COA)	Palmer Events Center (5431)	190
11/07/18	11/07/18	COA (COA)	Palmer Events Center (5431)	700
02/13/19	02/13/19	COA (COA)	Palmer Events Center (5431)	1,800
03/27/19	03/27/19	COA (COA)	Palmer Events Center (5431)	50
04/19/19	04/19/19	COA (COA)	Palmer Events Center (5431)	190
01/25/18	01/26/18	COA Non-Revenue (COANR)	Palmer Events Center (5431)	100
01/31/18	01/31/18	COA Non-Revenue (COANR)	Palmer Events Center (5431)	2,000
02/06/18	02/06/18	COA Non-Revenue (COANR)	Palmer Events Center (5431)	1,000
03/28/18	03/28/18	COA Non-Revenue (COANR)	Palmer Events Center (5431)	3,550
05/16/18	05/16/18	COA Non-Revenue (COANR)	Palmer Events Center (5431)	1,800
06/26/18	06/26/18	COA Non-Revenue (COANR)	Palmer Events Center (5431)	700
06/01/18	06/02/18	Concert/Performance (CNCRT)	Palmer Events Center (5431)	6,000
02/01/19	02/03/19	Concert/Performance (CNCRT)	Palmer Events Center (5431)	5,000
02/27/18	02/28/18	Conference (CONF)	Palmer Events Center (5431)	900
04/17/18	04/18/18	Conference (CONF)	Palmer Events Center (5431)	1,500
05/23/18	05/24/18	Conference (CONF)	Palmer Events Center (5431)	900
06/23/18	06/23/18	Conference (CONF)	Palmer Events Center (5431)	800
08/02/18	08/03/18	Conference (CONF)	Palmer Events Center (5431)	500
08/16/18	08/16/18	Conference (CONF)	Palmer Events Center (5431)	400
09/06/18	09/06/18	Conference (CONF)	Palmer Events Center (5431)	450
09/25/18	09/25/18	Conference (CONF)	Palmer Events Center (5431)	475
10/15/18	10/16/18	Conference (CONF)	Palmer Events Center (5431)	250
12/01/18	12/01/18	Conference (CONF)	Palmer Events Center (5431)	800
12/06/18	12/06/18	Conference (CONF)	Palmer Events Center (5431)	2,500
01/06/18	01/07/18	Consumer Show (CONSH)	Palmer Events Center (5431)	4,000
01/12/18	01/14/18	Consumer Show (CONSH)	Palmer Events Center (5431)	8,500
01/20/18	01/21/18	Consumer Show (CONSH)	Palmer Events Center (5431)	4,000
01/20/18	01/20/18	Consumer Show (CONSH)	Palmer Events Center (5431)	2,150
01/26/18	01/28/18	Consumer Show (CONSH)	Palmer Events Center (5431)	8,700
01/27/18	01/28/18	Consumer Show (CONSH)	Palmer Events Center (5431)	2,500
02/22/18	02/24/18	Consumer Show (CONSH)	Palmer Events Center (5431)	18,780
03/23/18	03/25/18	Consumer Show (CONSH)	Palmer Events Center (5431)	8,500
04/04/18	04/04/18	Consumer Show (CONSH)	Palmer Events Center (5431)	650
04/06/18	04/08/18	Consumer Show (CONSH)	Palmer Events Center (5431)	30,000
04/10/18	04/10/18	Consumer Show (CONSH)	Palmer Events Center (5431)	6,700
04/13/18	04/15/18	Consumer Show (CONSH)	Palmer Events Center (5431)	15,000
04/14/18	04/15/18	Consumer Show (CONSH)	Palmer Events Center (5431)	4,000
04/27/18	04/29/18	Consumer Show (CONSH)	Palmer Events Center (5431)	5,000
05/05/18	05/06/18	Consumer Show (CONSH)	Palmer Events Center (5431)	6,000
05/18/18	05/20/18	Consumer Show (CONSH)	Palmer Events Center (5431)	4,200
05/26/18	05/27/18	Consumer Show (CONSH)	Palmer Events Center (5431)	4,000
06/10/18	06/10/18	Consumer Show (CONSH)	Palmer Events Center (5431)	4,000

Exhibit C

ACCD Definite Events from 1/1/18 to 12/31/20

Start Date	End Date	Type	Venue	Attendance
06/15/18	06/17/18	Consumer Show (CONSH)	Palmer Events Center (5431)	2,700
06/23/18	06/24/18	Consumer Show (CONSH)	Palmer Events Center (5431)	4,000
06/30/18	06/30/18	Consumer Show (CONSH)	Palmer Events Center (5431)	1,185
07/21/18	07/22/18	Consumer Show (CONSH)	Palmer Events Center (5431)	4,000
07/21/18	07/22/18	Consumer Show (CONSH)	Palmer Events Center (5431)	1,000
07/28/18	07/29/18	Consumer Show (CONSH)	Palmer Events Center (5431)	7,000
08/18/18	08/19/18	Consumer Show (CONSH)	Palmer Events Center (5431)	4,000
08/25/18	08/26/18	Consumer Show (CONSH)	Palmer Events Center (5431)	2,500
09/01/18	09/02/18	Consumer Show (CONSH)	Palmer Events Center (5431)	4,000
09/09/18	09/09/18	Consumer Show (CONSH)	Palmer Events Center (5431)	4,000
09/27/18	09/30/18	Consumer Show (CONSH)	Palmer Events Center (5431)	4,500
10/19/18	10/21/18	Consumer Show (CONSH)	Palmer Events Center (5431)	3,050
10/20/18	10/21/18	Consumer Show (CONSH)	Palmer Events Center (5431)	4,000
10/21/18	10/21/18	Consumer Show (CONSH)	Palmer Events Center (5431)	3,050
11/01/18	11/04/18	Consumer Show (CONSH)	Palmer Events Center (5431)	7,770
11/14/18	11/18/18	Consumer Show (CONSH)	Palmer Events Center (5431)	26,435
11/24/18	11/25/18	Consumer Show (CONSH)	Palmer Events Center (5431)	4,000
12/08/18	12/08/18	Consumer Show (CONSH)	Palmer Events Center (5431)	8,000
12/13/18	12/24/18	Consumer Show (CONSH)	Palmer Events Center (5431)	35,000
01/05/19	01/06/19	Consumer Show (CONSH)	Palmer Events Center (5431)	4,000
01/18/19	01/20/19	Consumer Show (CONSH)	Palmer Events Center (5431)	8,700
01/19/19	01/20/19	Consumer Show (CONSH)	Palmer Events Center (5431)	4,000
01/26/19	01/27/19	Consumer Show (CONSH)	Palmer Events Center (5431)	2,500
02/15/19	02/16/19	Consumer Show (CONSH)	Palmer Events Center (5431)	30,000
02/21/19	02/23/19	Consumer Show (CONSH)	Palmer Events Center (5431)	10,000
04/05/19	04/07/19	Consumer Show (CONSH)	Palmer Events Center (5431)	30,000
04/12/19	04/14/19	Consumer Show (CONSH)	Palmer Events Center (5431)	
10/31/19	11/03/19	Consumer Show (CONSH)	Palmer Events Center (5431)	7,770
02/16/18	02/17/18	Convention (CONV)	Palmer Events Center (5431)	30,000
07/13/18	07/15/18	Convention (CONV)	Palmer Events Center (5431)	12,000
08/10/18	08/12/18	Convention (CONV)	Palmer Events Center (5431)	10
07/07/18	07/07/18	Convention w/o Exhibits (CNV)	Palmer Events Center (5431)	5,000
01/15/18	01/17/18	Exam/Training (EXMTR)	Palmer Events Center (5431)	384
07/24/18	07/26/18	Exam/Training (EXMTR)	Palmer Events Center (5431)	1,800
02/03/18	02/03/18	Food & Beverage (FB)	Palmer Events Center (5431)	3,010
03/03/18	03/03/18	Food & Beverage (FB)	Palmer Events Center (5431)	3,450
04/19/18	04/19/18	Food & Beverage (FB)	Palmer Events Center (5431)	300
05/10/18	05/10/18	Food & Beverage (FB)	Palmer Events Center (5431)	1,000
07/05/18	07/08/18	Food & Beverage (FB)	Palmer Events Center (5431)	4,000
08/25/18	08/25/18	Food & Beverage (FB)	Palmer Events Center (5431)	200
09/08/18	09/08/18	Food & Beverage (FB)	Palmer Events Center (5431)	250
09/22/18	09/22/18	Food & Beverage (FB)	Palmer Events Center (5431)	1,500
03/02/19	03/02/19	Food & Beverage (FB)	Palmer Events Center (5431)	2,000
10/08/18	10/11/18	Meeting/Workshop/Seminar (M)	Palmer Events Center (5431)	500
02/10/18	02/11/18	Social (SOC)	Palmer Events Center (5431)	7,000
01/21/18	01/21/18	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
02/25/18	02/25/18	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
04/07/18	04/07/18	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
04/21/18	04/21/18	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
05/19/18	05/19/18	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
06/16/18	06/16/18	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
06/30/18	06/30/18	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
08/18/18	08/18/18	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
09/01/18	09/01/18	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
09/29/18	09/29/18	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
01/12/19	01/12/19	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
01/27/19	01/27/19	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
02/24/19	02/24/19	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
03/30/19	03/30/19	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
04/20/19	04/20/19	Sporting Event (SPORT)	Palmer Events Center (5431)	1,100
01/18/18	01/19/18	Trade Show (TRADE)	Palmer Events Center (5431)	900
01/24/18	01/24/18	Trade Show (TRADE)	Palmer Events Center (5431)	750
03/05/18	03/06/18	Trade Show (TRADE)	Palmer Events Center (5431)	700
03/06/18	03/06/18	Trade Show (TRADE)	Palmer Events Center (5431)	500
05/08/18	05/08/18	Trade Show (TRADE)	Palmer Events Center (5431)	1,000
09/19/18	09/19/18	Trade Show (TRADE)	Palmer Events Center (5431)	600
10/17/18	10/17/18	Trade Show (TRADE)	Palmer Events Center (5431)	3,500
01/23/19	01/23/19	Trade Show (TRADE)	Palmer Events Center (5431)	750

ONE WAY>>>> Trinity Street ONE WAY>>>>

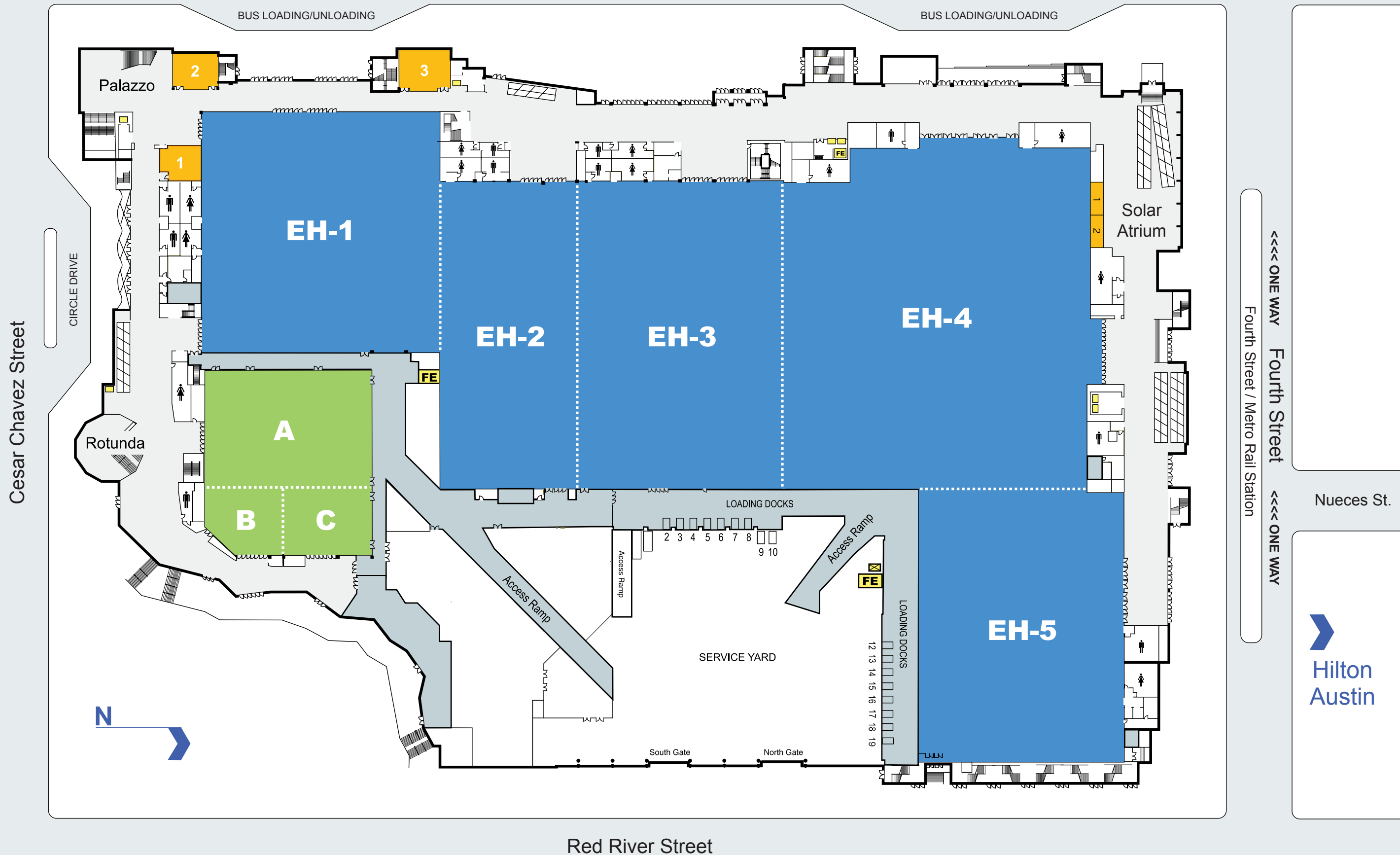


Exhibit D: ACC Floor Plans

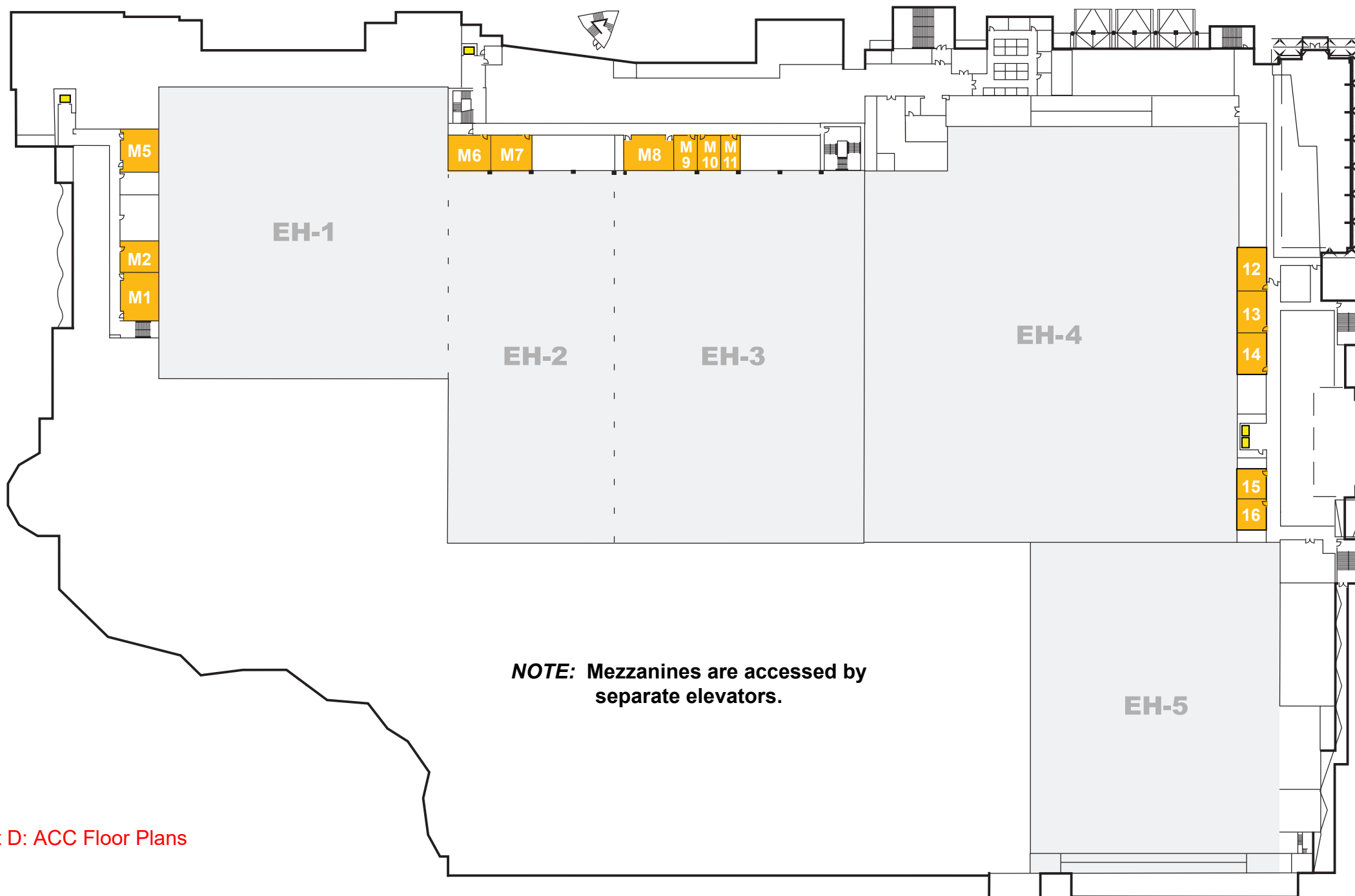


Exhibit D: ACC Floor Plans

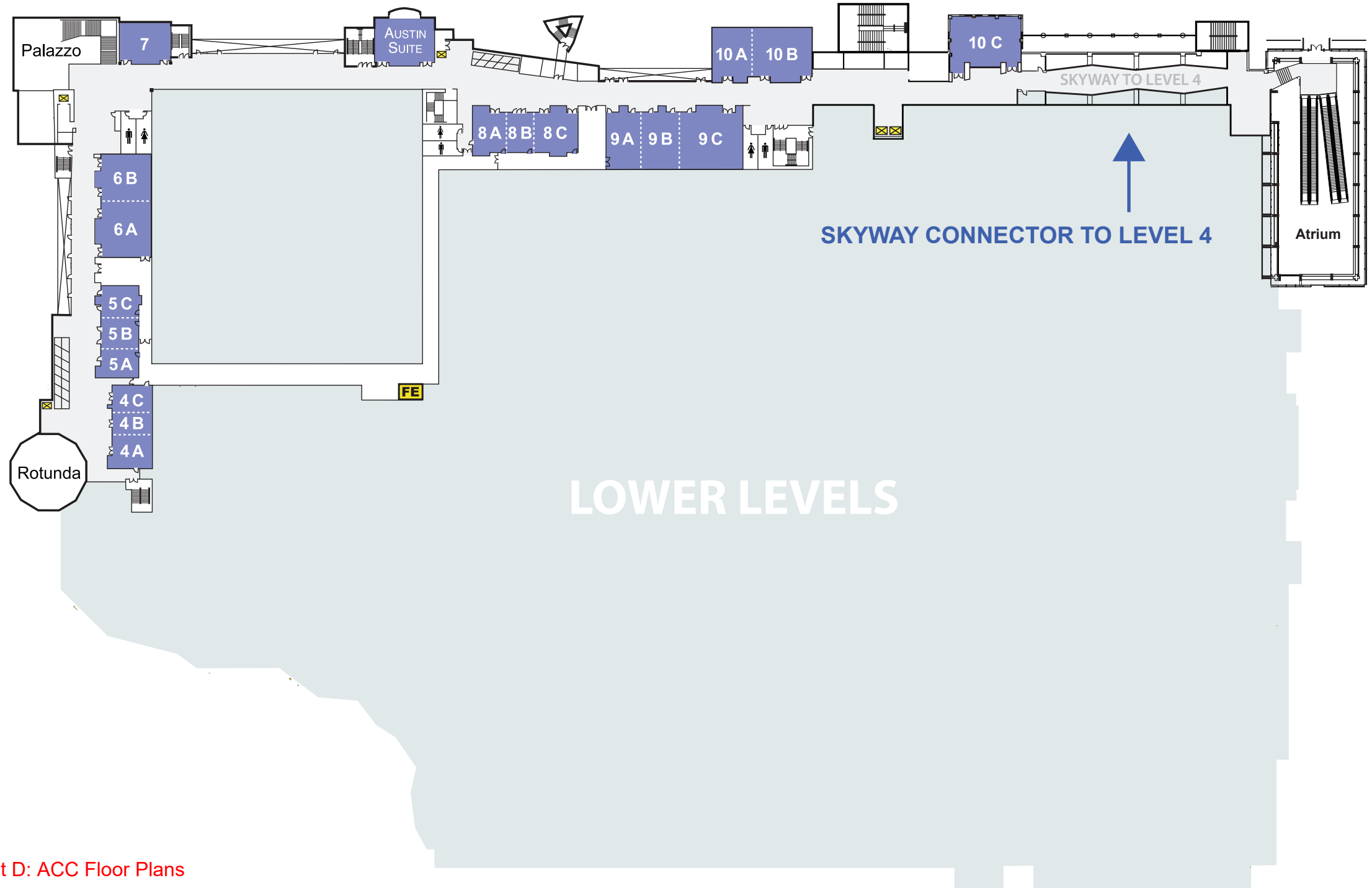


Exhibit D: ACC Floor Plans

LOWER LEVELS

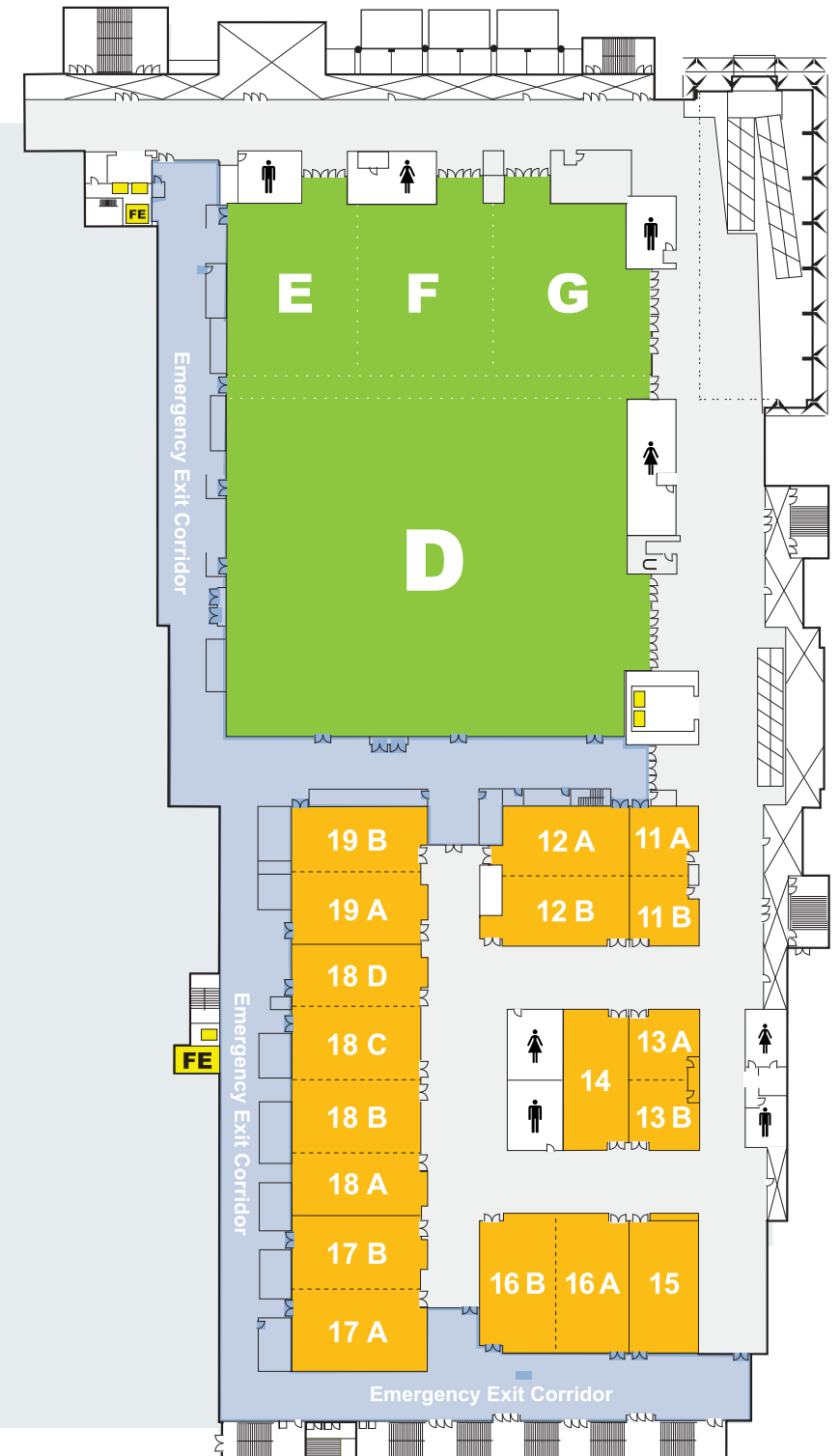


Exhibit D: ACC Floor Plans

Exhibit E: PEC Floor Plans

Level 1 Exhibit Halls 1, 2

Palmer Events Center

Exhibit Halls 1, 2

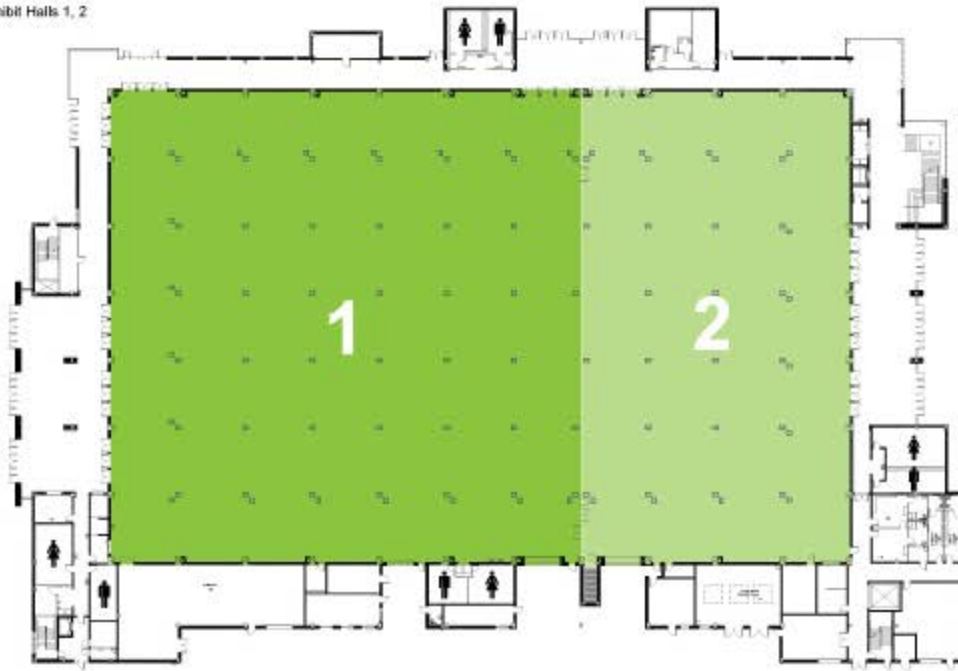


Exhibit E: PEC Floor Plans

Level 2 Meeting Rooms 1 – 5

Palmer Events Center
Meeting Rooms 1 – 5

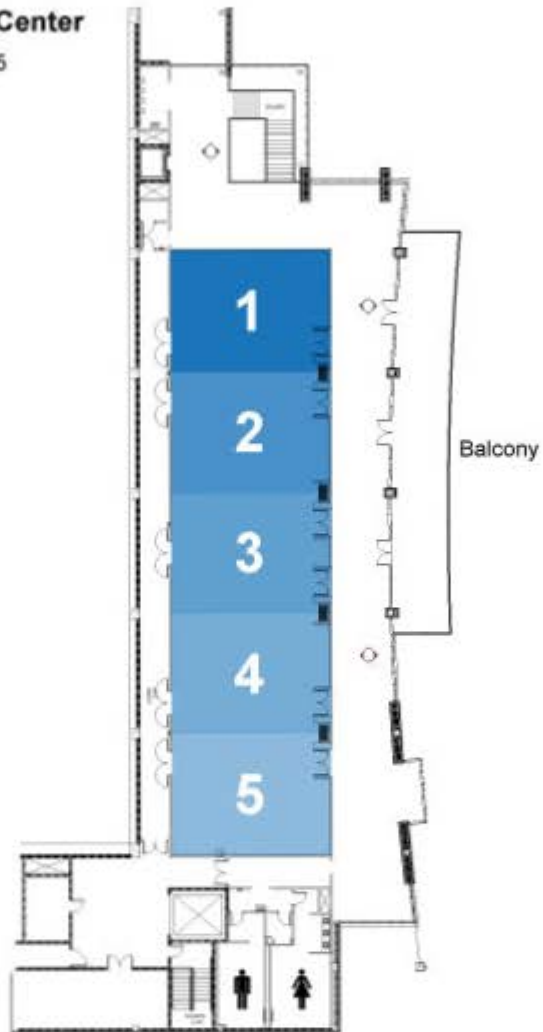
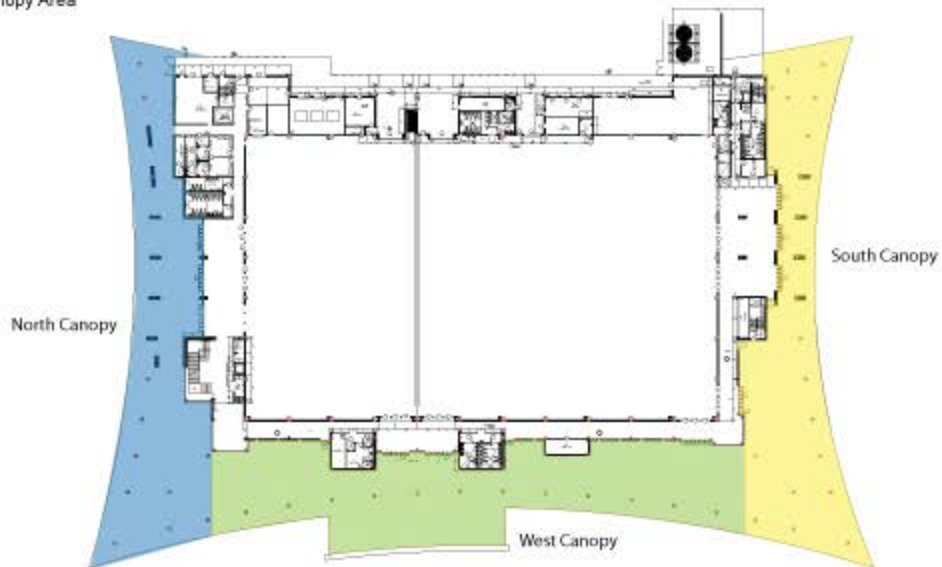


Exhibit E: PEC Floor Plans

Level 1 Patio Canopy

Palmer Events Center

Canopy Area



Austin Convention Center Department Rigging/Banner Hanging Guide

EXHIBIT F



This guide provides information to assist in managing the risks associated with Rigging/Banner Hanging work conducted in the Austin Convention Center Department (ACCD) facilities. This guide is intended to be used by Rigging /Banner Hanging professionals with experience in safe rigging in Entertainment and Convention Center venues. Onsite qualified rigging/banner personnel must be present during all rigging/banner hanging activities; ETCP preferred.

The contents of this guide are for general information only and not intended to be all inclusive and should not be regarded as a replacement of Federal, State, and Local government regulations, statutes or to the Industry safety best practices and procedures.

This guide, to the best of our knowledge, current at the time of printing, though, ACCD does not accept any liability for the use of this guide or the accuracy, completeness, or sufficiency of the contents.

All rigging work in ACCD facilities must comply with Federal, State, Local, ACCD Departmental requirements and industry best practices and standards. No facility equipment shall be moved or adjusted without ACCD Rigging Coordinator and/or Facility Management authorization.

ACCD reserves the right to make the final decisions in all rigging/banner matters

I. ROLES

1. ACCD Rigging Coordinator – ACCD Employee designated as the Single Point of Contact for all services related Rigging/Banner hanging. ACCD Rigging Coordinator or designee who has final authority on Rigging/Banner hanging.
2. ACCD Rigging Contractor – Outside Decorator, Production or Audio-Visual Company who is not under Contract with the ACCD to provide these services.
3. Outside Contractor – Any other Rigging Company not under Contract with ACCD to provide Rigging Services.

II. DEFINITIONS

1. Banner/Sign Hanging:
 - a. Banner hanging consists of a complete exhibit component/item weighing less than 250 Lbs. suspended above an aisle, or booth display, for the purpose of displaying graphics or directional information.

Austin Convention Center Department Rigging/Banner Hanging Guide EXHIBIT F

- b. Single point hanging signs must have a tie off line to prevent spinning and twisting of the cable.
 - c. The use of nails, staples, tacks, tape, etc. on walls, ceilings, or other department equipment is strictly prohibited.
2. Motor/Heavy Rigging – Certification of annual inspection is required for all chain motors.
- a. Use of any hoists for lifting signs, trusses or equipment,
 - b. Chain Hoists or Chain motor,
 - c. Any loads over 250 Lbs.

If any one of the above three conditions are met, a rigging plan shall be submitted.

3. High Rigging - rigging duties performed while standing, sitting on or hanging from an exposed structural member with proper fall protection, **not** from an aerial work platform.
- a. High rigging is not allowed except in specified areas with ACCD Rigging Coordinator approval. (only allowed in Ball Rooms ABC w/ pre-approval)
 - b. Extreme care for safety must be utilized during high rigging.

III. REQUIREMENTS

The following Requirements shall be met.

1. **Insurance Requirements:**

- a. Current CERTIFICATE OF INSURANCE AND LICENSE TO OPERATE is on file with the Austin Convention Center Department. Must be submitted to the ACCD Rigging Coordinator sixty (60) days prior to the first contract event day and shall at a minimum carry insurance in the types and amounts indicated below, these insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Outside Contractor.
 - i. Commercial general liability insurance with minimum combined single limit of \$1,000,000 per occurrence and a minimum \$1,000,000 including

Austin Convention Center Department Rigging/Banner Hanging Guide EXHIBIT F

aggregate including products and completed operations and contractual liability coverage is required.

- ii. Fire legal liability must be included with limits of \$50,000.
- iii. Comprehensive automobile liability insurance with a minimum combined single limit of \$500,000 including owned, non-owned and hired coverage.
- iv. City of Austin must be listed as additional insured by the Certificate Holder.
- v. The certificate must provide coverage for all risks including workers compensation.
- vi. Contractor must provide a Certificate of Insurance from a company with an A.M. Best rating of no less than a B+ and in good standing with the State Board of Insurance.

2. General Requirements:

- a. A signed copy of the Production and Audio-Visual Regulations on file with the Department.
- b. All Local, State, Federal, and Department codes, law, rules and regulations must be followed by Outside Contractor.
- c. All connections to the building's power sources and sound system are handled by Department personnel only. The Outside Contractor is responsible for all such charges for connecting to and usage of the Department's power. See Utility Order form for current rates.
- d. The Department does not store equipment for Outside Contractor. Storage is the responsibility of the Outside Contractor. All Equipment (empty road cases, crates, etc.) must be loaded back onto the Outside Contractor trucks or stored off Department property.
- e. The Outside Contractor must provide radio and wireless microphone frequencies to the Department prior to using equipment in or around the Department frequencies. If there is a conflict with the Departments frequencies, the Outside Contractor must make arrangements to utilize other frequencies.

Austin Convention Center Department Rigging/Banner Hanging Guide EXHIBIT F

- f. The Outside Contractor is encouraged to provide a walkie-talkie to the Event Coordinator to establish direct link communication.
- g. The Outside Contractor is responsible for all costs assessed to repair damage to ACCD Facilities caused by Outside Contractor and its personnel, including but not limited to, inspection or replacement of sprinkler heads or smoke sensors discharged prior to or during an event.

3. Rigging Specific Requirements:

- a. The name and phone number of the single point of contact (SPOC) for all rigging/Banner hanging concerns must be provided to the ACCD Rigging Coordinator and ACCD Event Coordinator. The SPOC shall be certified by the Entertainment Technician Certification Program (ETCP).
- b. All rigging hang point locations must be approved in writing by the ACCD Rigging Coordinator and ACCD's Rigging Contractor and shall meet the requirements below. All rigging/banner hanging connections to the ceiling or roof supporting structure must meet Facility requirements and hung in authorized locations.
 - i. No bridles are permitted.
 - ii. Only vertical dead hangs are permitted
 - iii. Rigging/banner hanging is not permitted from the following
 - 1. Fire sprinkler piping
 - 2. Natural gas piping
 - 3. Electrical conduits
 - 4. Water piping
 - 5. Air wall tracks
 - 6. Vents, duct or lighting fixtures/tracks
 - 7. Wall sconces
 - 8. Wall paneling
 - 9. Open ended or un-terminated trusses
 - 10. Support hangers for any of the above
- c. Certification of annual inspection is required for all hoists and chain motors. Outside Contractor shall provide copies of Certifications to ACCD's Rigging Coordinator immediately upon request by ACCD's Rigging Coordinator or ACCD's Rigging Contractor.

Austin Convention Center Department Rigging/Banner Hanging Guide EXHIBIT F

- d. ONLY steel wire rope or Steel Flex/ Gac or its equivalent Round slings will be used above the suspended ceiling in Ballrooms A, B, & C at the Convention Center. Spansets are not allowed above the suspended ceiling.
- e. A steel “safety” is required on each individual item suspended unless using or any steel wire rope or SteelFlex/Gac or its equivalent.
- f. Equipment once hung may not be adjusted or moved to another position unless prior written approval from the ACCD Rigging Coordinator and ACCD’s Rigging Contractor is obtained. This includes adjusting/moving of truss, motors or equipment during performances/events.
- g. Items attached to the permanent ceiling structure must be a minimum of eight (8) feet above the floor or have obtained a variance from ACCD prior to rigging.
- h. Overhead cable bridges or floor cable coverings are required when cables cross rest rooms, emergency exits or entrances/exits. Bridges/covers must be provided by contractor.
- i. All steel slings around building beams or any other facility structure must have burlap, carpet or a soft material to aid as a buffer to avoid damage to building.
- j. Any damage occurring or noted while rigging must be immediately reported to the ACCD Rigging Coordinator and Security Operations Center immediately.
- k. No work shall be performed outside of the basket, such as focusing lights/speakers or equipment. No walking of truss or beams unless a variance is granted by the Department.
- l. Any Utility/Electrical/Internet requirements must be preordered.
- m. All rigging equipment or materials used must be removed at end of the event from the structure. (Padding, slings, guy wires, ropes, clamps, etc.) Charges for removal of any rigging equipment or materials may incur.

4. Rigging Plan Requirements:

Rigging plans are required when an item weighs over 250 pounds or a chain hoist is used. Rigging plans shall be sent to the ACCD Rigging Coordinator, ACCD’s Rigging Contractor and the ACCD Event Coordinator for the Event. Plans should include a PDF version. Rigging plans must be received thirty (30)

Austin Convention Center Department Rigging/Banner Hanging Guide EXHIBIT F

days prior to the first contracted day. Complex rigging events may require additional review time.

- a. All Event rigging must be coordinated through a single point of contact via a General Service contractor or Audio-Visual contractor.
- b. The name and phone number of the single point of contact for all rigging concerns must be provided with the plan.
- c. Move in and out dates and times must be submitted with plan.
- d. Point of Contact must be present during move-in and move-out, or while any rigging activities are being performed.
- e. A “to scale” rigging plot plan, blue prints or engineer’s certification is required (when requested). Plan must show booth outline with aisles marked for reference or stage location.
- f. A “to scale” rigging plan must indicate
 - i. The location of all hang points to reflective ceiling
 - ii. Weight per hang point
 - iii. Size of the motors
- g. Pre-event meetings may be required to review and coordinate complex rigging plans.
- h. Any changes to reviewed plans must be resubmitted for review prior to implementation.
- i. The Department is not responsible for lost time or additional costs resulting from rigging modifications, adjustments or changes required on site. Onsite qualified rigging/banner personnel must be present during all rigging/banner hanging activities. ETCP preferred.

5. Interior Banner/Sign Hanging Requirements:

- a. Contractors may hang signs not to exceed 250 pounds (per item).

Austin Convention Center Department Rigging/Banner Hanging Guide EXHIBIT F

- b. All other rigging requires a plan and must be reviewed by the ACCD Rigging Coordinator and ACCD's Rigging Contractor.
- c. Single point hanging signs must have a tie off line to prevent spinning and twisting.

6. Exterior Banner Hanging Requirements:

- a. Banners must be made of lightweight, water-resistant wind passable material.
- b. Where a banner is made exclusively of vinyl, wind pockets must be built into the banners to allow wind to flow through easily.
- c. Banners must be monitored and inspected by a competent rigger (a minimum of twice daily). Generally, prior to the show opening and at the end of the day after the show closes.
- d. In the event of severe weather, a safety plan of action must be in place for removal of banners/signs.
- e. Single point of rigging and hanging signs must have a tie off line to prevent spinning and twisting of the sign.
- f. Padding is required for any part of the sign/banner that MAY come in contact with facility interior/exterior, glass, easily damaged items or sharp edges.
- g. Extreme care should be exercised with using guidewires that may become trip hazards or hazards to pedestrians/attendees. Flagging and/or padding may be required.

7. Ground Rigger Requirements:

The Ground Rigger shall:

- a. In Coordination with up-rigger maintain a safe travel pathway and establish and maintain the controlled access safety zone around the aerial work platforms perimeter.
- b. Warn all individuals to keep away from controlled access safety zone.
- c. Follow all OSHA rules for overhead work and safety zone.

Austin Convention Center Department Rigging/Banner Hanging Guide EXHIBIT F

- d. Will place signage at entrances warning personnel that overhead rigging is taking place as needed/requested.
- e. All rigging personnel must use appropriate safety equipment.

8. Bucket Rigger Requirements:

Bucket Rigger must have all the skills and responsibilities included in the ground rigger. Other requirements include:

- a. Trained and authorized to operate an aerial work platform.
- b. The ability to identify suitable structures/attachments for rigging.
- c. Knowledge of different types of rigging systems (i.e. manufacturing methods, materials, and proper applications).
- d. Comply with ACCD Aerial lift safe practices.
- e. All rigging personnel must use all required safety equipment, properly, including full body harnesses or approved Fall Protection devices and lanyards.

9. High Rigger (only allowed in Ball Rooms ABC) Requirements:

- a. Perform rigging duties while standing, sitting on or hanging from an exposed structural member with proper fall protection **not** from an aerial work platform.
- b. Must have all the skills, knowledge and responsibilities of the Bucket Rigger.
- c. All rigging personnel must use all required safety equipment, properly, including full body harnesses or approved Fall Protection devices and lanyards.
- d. All high rigging must be pre-approved by ACCD Rigging Coordinator and ACCD's Rigging Contractor.

10. Rigging/Banner hanging Personnel Requirements:

- a. The Outside Contractor is responsible for:
 - i. Hiring qualified and competent personnel to set-up operate and remove all equipment.

Austin Convention Center Department Rigging/Banner Hanging Guide EXHIBIT F

- ii. The actions of any personnel hired by, retained, or associated with their staff.
- b. Personnel working at ACCD must have the necessary training as required by Federal, State and Local regulations including OSHA. Training may include, but is not limited to scaffold training, fall protection and aerial work platform safety. Verifiable documentation of training shall be available on request.
- c. Personnel employed by the Outside Contractor should preferably wear a uniform shirt identifying the company they are working for. Outside contractor employee's clothing will be neat, reflecting an overall tidy appearance that conforms to the Department image.
- d. ACCD reserves the right to implement badging/identification requirements for all individuals. Individuals without proper identification may be asked to obtain ID or leave the facility.
- e. All Outside Contractor employees must enter the facility thru the approved Contractor entrance.
- f. The ACCD facility is a nonsmoking facility.
- g. All breaks/lunches/dinners must be taken in approved back of house areas.
- h. Food and beverage staged or stored in the public areas or service corridors of ACCD is not available for Outside Contractor personnel unless specifically ordered for such. Crew meals may be ordered through ACCD Catering. This is not a complimentary service of the Department.
- i. The possession or use of intoxicants on ACCD property is prohibited, including, but not limited to, drinking alcoholic beverages. Possession or use of drugs is prohibited, other than medication prescribed by the employee's physician. Violation will result in immediate removal of the individual from the premises and possible legal action.
- j. Fighting, physical violence, creating a disturbance, horseplay, disorderly conduct, or the use of abusive language is a violation of ACCD policy and may result in immediate removal of the individual from the premises and possible legal action.
- k. Theft, attempted theft, misappropriation of ACCD property or the aiding of such act(s) will result in immediate removal and possible criminal prosecution.
- l. Outside Contractor and its staff are not allowed in the public or pre-function areas unless required for duties. When job responsibilities require Outside

Austin Convention Center Department Rigging/Banner Hanging Guide EXHIBIT F

Contractor employee's access to the public/pre-function areas of ACCD, they are to remain in that permitted area only. Wandering through ACCD facilities is not permitted.

- m. ACCD reserves the right to request riggers to be reassigned or removed from the premises if Safety & Security or Rigging policies not followed.
- n. A minimum of two (2) individuals are required for each rigging crew.
 - i. Bucket/High/Heavy Rigger
 - ii. Ground Rigger

11. Load-in/out Requirements:

- a. All Outside Contractor personnel must follow the ACCD Operational Policies. (Copy on website www.austinconventioncenter.com).
- b. Ninety (90) days prior to the first contracted day, the Outside Contractor must contact the Event Coordinator to coordinate all load-in/out activity.
- c. All equipment delivered to meeting rooms must be transported through service corridors and freight elevators unless prior approval from Event Coordinator.
- d. Platform dollies of the four-wheel type are permitted for material movement. Platform trucks may also be used provided they are **not** equipped with metal wheels. Two-wheel hand trucks are acceptable, but must be equipped with rubber wheels at least 8" in diameter.
- e. Equipment such as backstage production/projection, risers/tables is the responsibility of the Outside Contractor.

12. Equipment Requirements:

Approved and Rated Equipment. All equipment and materials flown must pass American Society for Testing and Materials (ASTM) guidelines and meet all regulatory requirements. All hardware used to rig must be stamped, rated, and approved/signed for that purpose.

Care must be taken to use the appropriate approved RATED RIGGING HARDWARE. The manufacturer of rigging hardware used for overhead

Austin Convention Center Department Rigging/Banner Hanging Guide EXHIBIT F

suspension must be legally liable for its products within the Continental United States.

- a. Any material handling or set-up equipment required (including forklifts, ladders, scissor lifts, man lifts and LP Cages) must be supplied by the Outside Contractor.
- b. Forklift, Boom lift, Scissor lift, and Aerial Lift operators must have verifiable documentation of training available on request.
- c. When any aerial lifts (Scissor lift, Boom lifts, 1-man motorized lift) are operated on permanently carpeted areas such as meeting rooms, ballrooms or pre-function spaces or decorative flooring areas must meet certain requirements and conditions:
 - i. Masonite, approved wheel protectors (no shrink wrap or tape on tires) and floor coverings such as carpet or plywood must be used when operating any lifts or other equipment.
 - ii. It is the contractor's responsibility to provide its own floor covering or wheel protectors.
 - iii. LP Gas or electric powered equipment is required inside of facility.
- d. Diesel or gasoline powered equipment require prior authorization and cannot be used inside of facility during show/event hours.
- e. All Decorator or Rental equipment (Forklifts, Boom lifts, Scissor lifts, Tugs, Pallet Jacks) must be identified with a tag indicating responsible party contact information.
- f. All LP gas cylinders should be stored in fuel cages when not in use.
- g. Fuel cages shall be supplied by Contractor.
- h. Fuel cages should be identified with a tag indicating responsible party contact information.

13. Safety Regulation Requirements:

- a. All Rigging/Banner hanging will cease if any safety regulation(s) are violated or any incident or accident occur.
 - i. Incidents/accidents must be reported to ACCD Rigging **AND** Security & Safety Division immediately.
 - ii. No equipment shall be moved or re-positioned until investigation documented and deemed safe by Department.

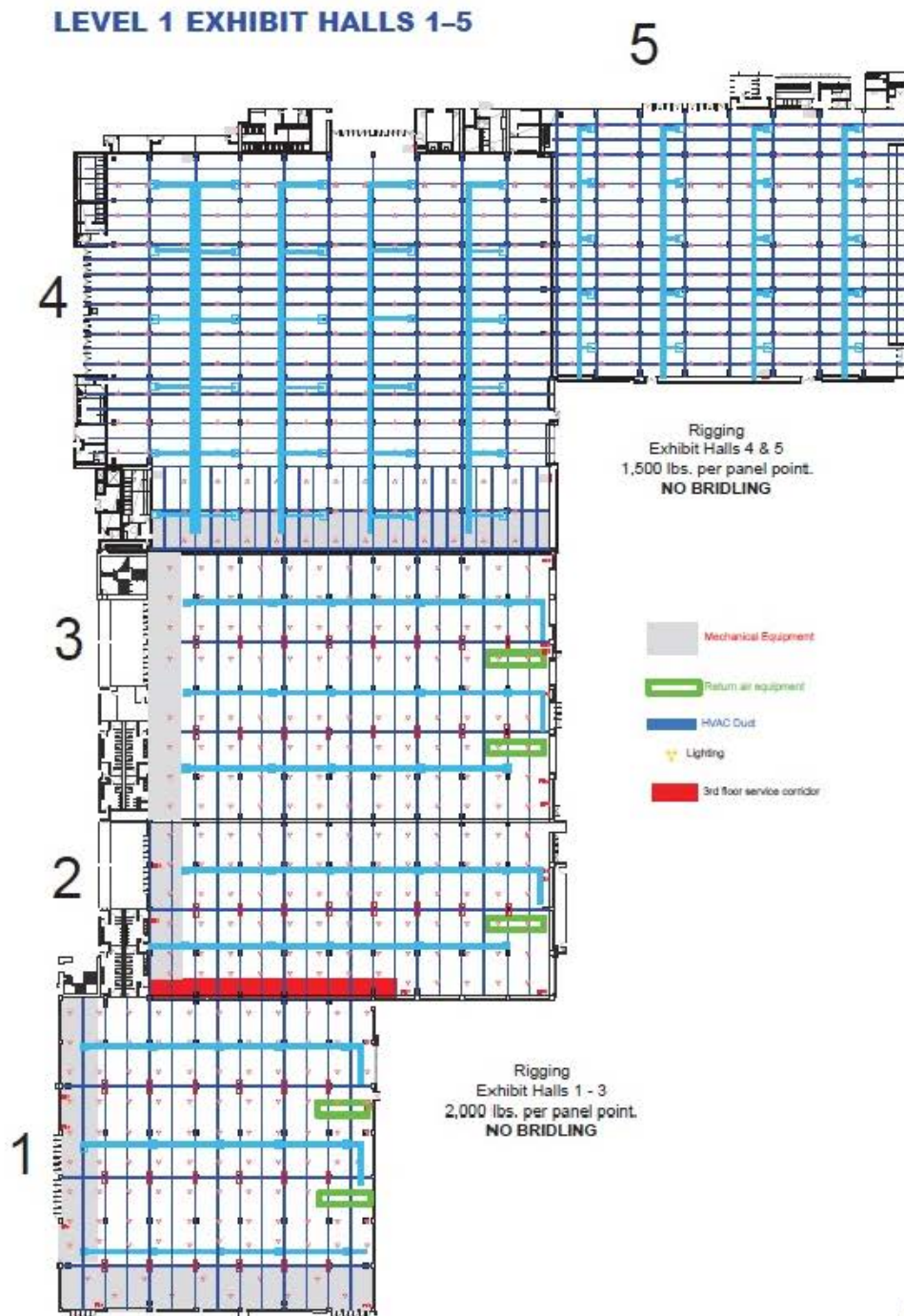
**Austin Convention Center Department
Rigging/Banner Hanging Guide
EXHIBIT F**

- iii. Continue only when all Safety and Departmental requirements are met.
- b. All rigging and safety equipment must be in good working order and inspected prior to use by operator and contractor as stated in Federal, State, Local, Industry, and Facility regulations.
- c. All rigging equipment and associated safety devices must be appropriately sized to safely handle anticipated load and safety factor.

**Austin Convention Center Department
Rigging/Banner Hanging Guide
EXHIBIT F**

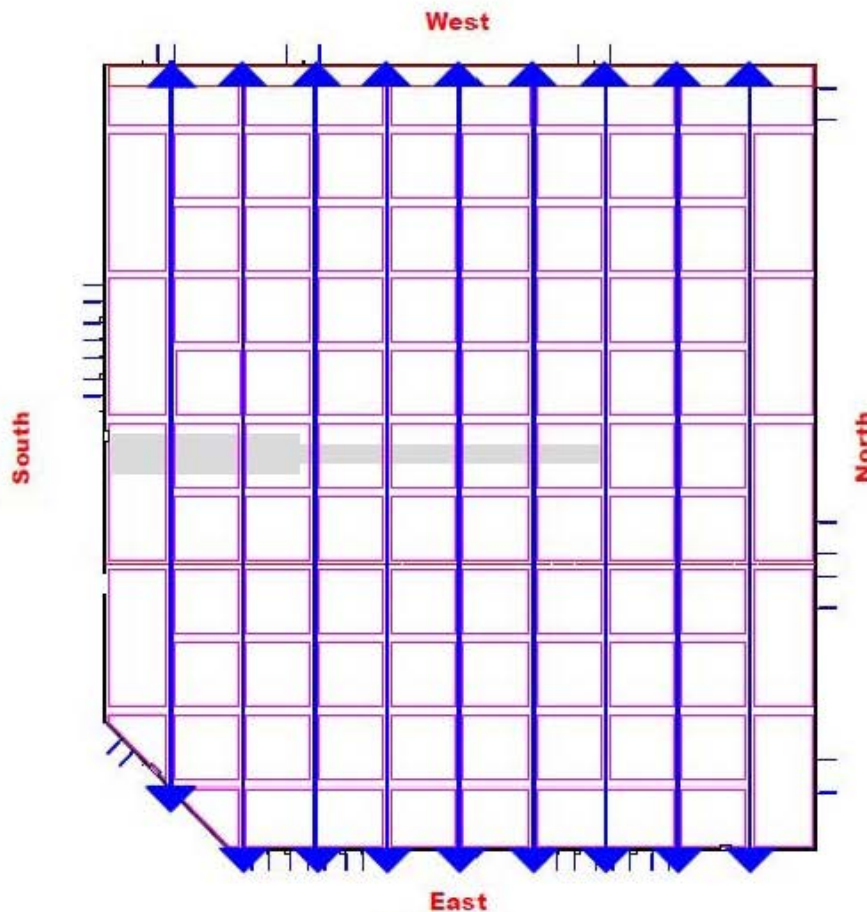
Addendum A: Austin Convention Center

Austin Convention Center Department Rigging/Banner Hanging Guide EXHIBIT F



Austin Convention Center Department
Rigging/Banner Hanging Guide
EXHIBIT F

LEVEL 1 BALLROOMS A-C

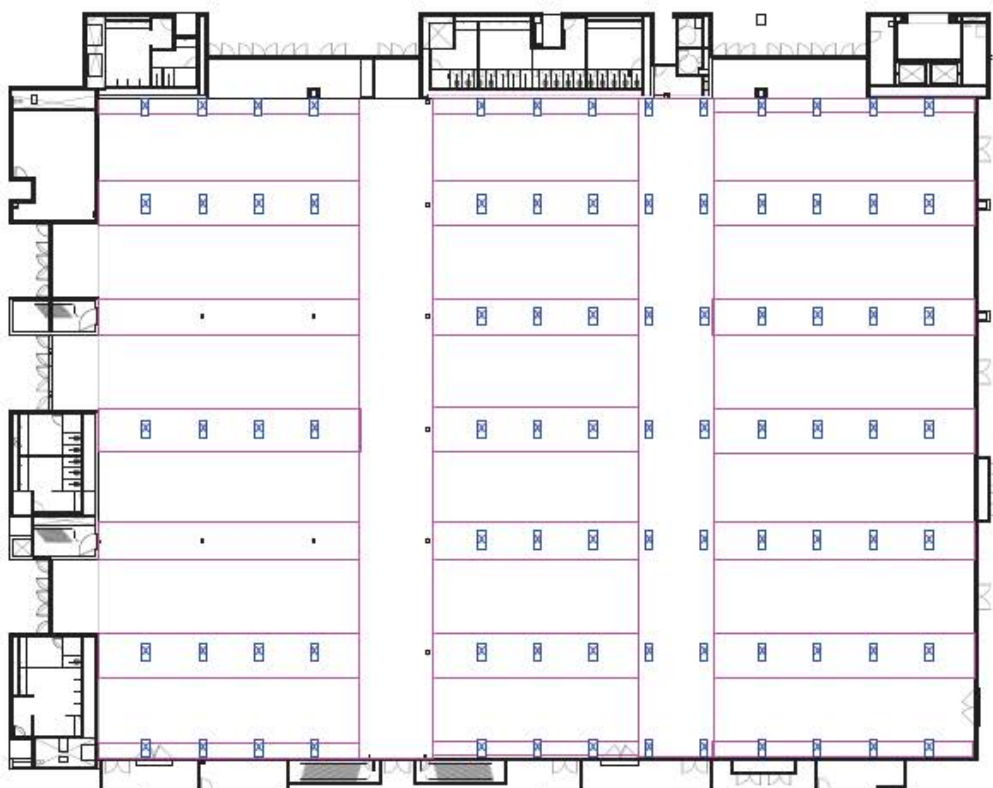


Rigging
Ballrooms A - C
2,000 lbs. per panel point.
(East - West only )
NO BRIDLING

HVAC duct- no hang zone

Austin Convention Center Department Rigging/Banner Hanging Guide EXHIBIT F

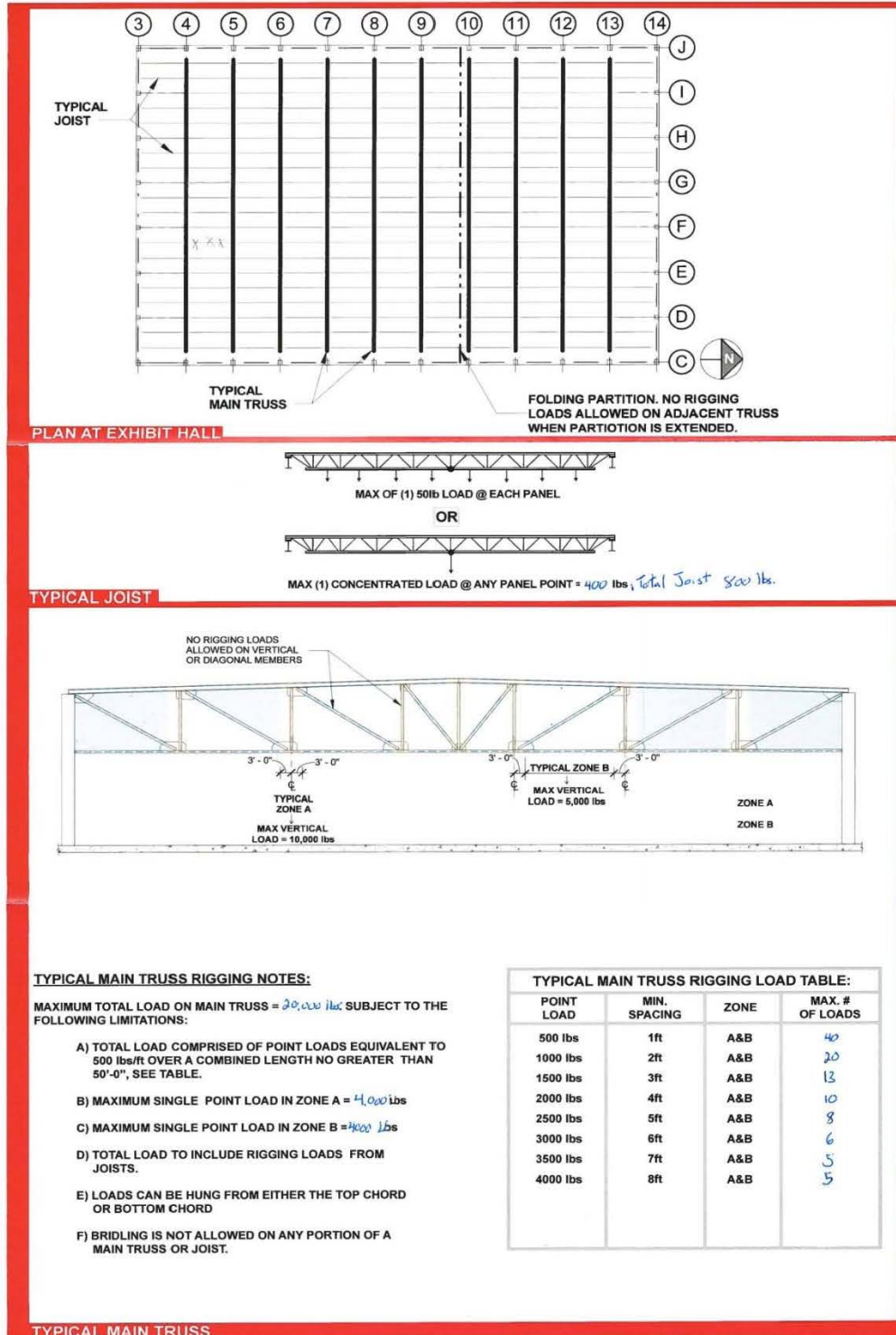
LEVEL 4 BALLROOMS D-G



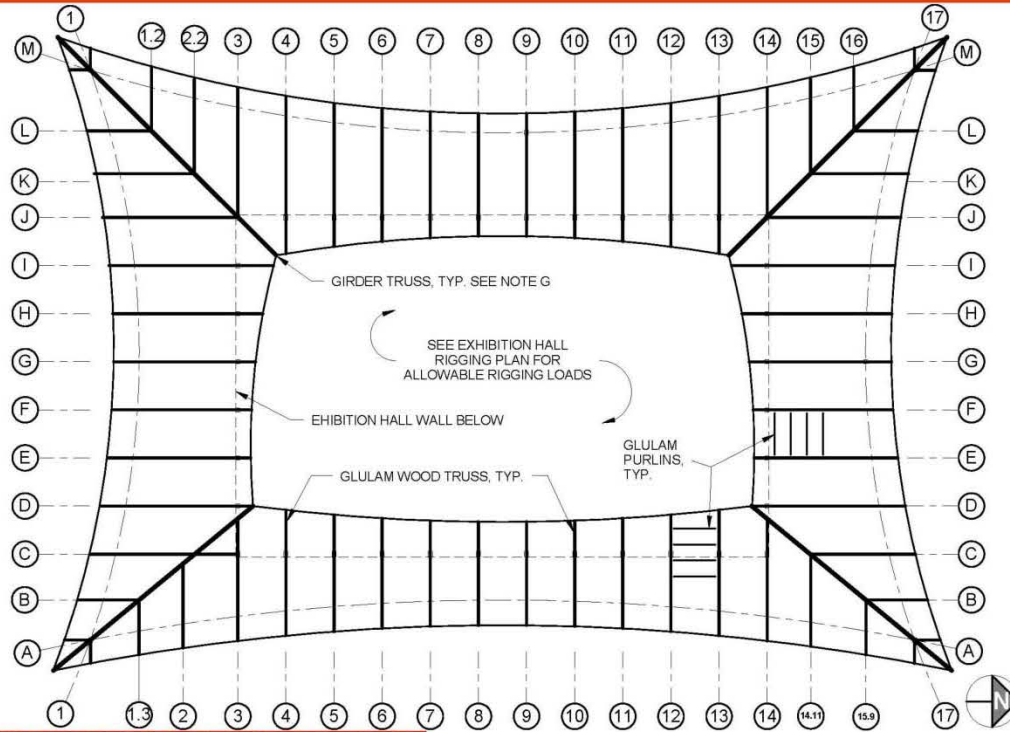
Rigging
Ballrooms D - G
1,500 lbs. per point (x)
NO BRIDLING

Austin Convention Center Department Rigging/Banner Hanging Guide EXHIBIT F

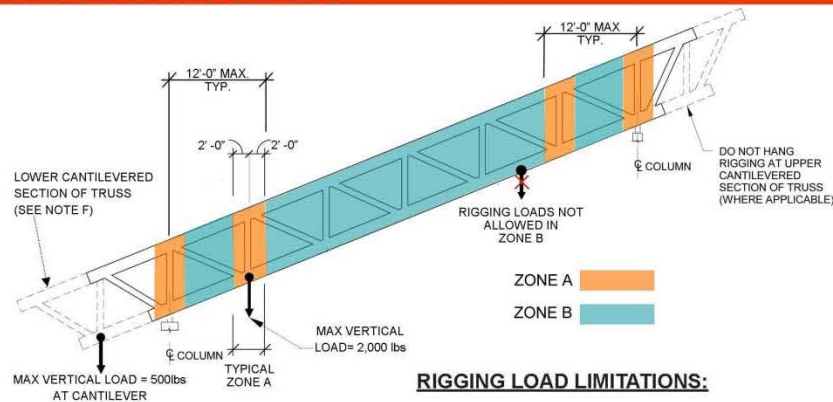
Addendum B: Palmer Events Center



Austin Convention Center Department Rigging/Banner Hanging Guide EXHIBIT F



OVERALL WOOD TRUSS LAYOUT



TYPICAL TRUSS RIGGING LOAD TABLE:

POINT * LOAD	MIN. SPACING	ZONE	MAX # OF LOAD
500 lbs	5ft	A ONLY	10
1,000 lbs	10ft	A ONLY	5
2,000 lbs	20ft	A ONLY	2

* ALL RIGGING LOADS MUST BE DEAD HUNG ONLY. DO NOT EXERT ANY LATERAL FORCE WHEN ERECTING OR REMOVING RIGGING.

TYPICAL GLULAM TRUSS

RIGGING LOAD LIMITATIONS:

- A) DO NOT EXCEED A TOTAL WEIGHT OF 5,000 lbs ON A SINGLE TRUSS, SEE TABLE.
- B) BRIDLING IS NOT ACCEPTABLE ON ANY PART OF THE TRUSS.
- C) RIGGING IS LIMITED TO THE BOTTOM CHORD ONLY
- D) DO NOT HANG RIGGING FROM GLULAM PURLINS.
- E) DO NOT MODIFY TRUSS IN ANY WAY (i.e. HOLES, SAW, etc.).
- F) RIGGING LOAD NOT TO EXCEED A TOTAL OF 500 lbs AT LOWER CANTILEVER SECTION, TYPICAL.
- G) GIRDER TRUSS CAN BE LOADED SIMILAR TO TYPICAL GLULAM TRUSS.
- H) PROVIDE TRUSS PROTECTION AT INDIVIDUAL TRUSS RIGGING POINTS.
- I) RIGGING LOADS NOT ALLOWED IN ZONE B.

Exhibit G
EVENT-SPECIFIC ADJUSTMENTS
AUDIO VISUAL AND RIGGING SERVICES
CONTRACT NO: _

Date of Request:	
Contractor's Signature:	
ADJUSTMENT #1	
Event / Client Name:	
Event Date(s):	
Justification / Reason for Adjustment: (attachments acceptable)	
Contractual Rates with Client / Event: (attachments acceptable)	
Other Pertinent Information:	
ADJUSTMENT #2	
Event / Client Name:	
Event Date(s):	
Justification / Reason for Adjustment: (attachments acceptable)	
Contractual Rates with Client / Event: (attachments acceptable)	
Other Pertinent Information:	
ADJUSTMENT #3	
Event / Client Name:	
Event Date(s):	
Justification / Reason for Adjustment: (attachments acceptable)	
Contractual Rates with Client / Event: (attachments acceptable)	
Other Pertinent Information:	
ADJUSTMENT #4	
Event / Client Name:	
Event Date(s):	
Justification / Reason for Adjustment: (attachments acceptable)	
Contractual Rates with Client / Event: (attachments acceptable)	
Other Pertinent Information:	
ADJUSTMENT #5	
Event / Client Name:	
Event Date(s):	
Justification / Reason for Adjustment: (attachments acceptable)	

Exhibit G

EVENT-SPECIFIC ADJUSTMENTS
AUDIO VISUAL AND RIGGING SERVICES
CONTRACT NO: _

Contractual Rates with Client / Event: (attachments acceptable)	
Other Pertinent Information:	

Exhibit H

SAMPLE MONTHLY COMMISSION REPORT

AUSTIN CONVENTION CENTER

Event Date	Client Invoice#	Client Name	Event Name	Gross Revenue A/V Services	A/V Services Commission	Gross Revenue Rigging Services	Rigging Services Commission	Total Commission
			Event 1	\$	\$	\$	\$	\$
			Event 2					
			Event 3					
			Event 4					
			Event 5					
			Event 6					
Total Commission Payable				\$	\$	\$	\$	\$

ATTACHMENT

SAMPLE MONTHLY COMMISSION REPORT

PALMER EVENTS CENTER

Event Date	Client Invoice#	Client Name	Event Name	Gross Revenue A/V Services	A/V Services Commission	Gross Revenue Rigging Services	Rigging Services Commission	Total Commission
			Event 1	\$	\$	\$	\$	\$
			Event 2					
			Event 3					
			Event 4					
			Event 5					
			Event 6					
Total Commission Payable				\$	\$	\$	\$	\$

SAMPLE YEAR TO DATE COMMISSION REPORT

Month	Gross Revenue A/V Services	A/V Services Commission	Gross Revenue Rigging Services	Rigging Services Commission	Total Commission
Month 1					
Month 2					
Month 3					
Month 4					
Month 5					
Month 6					
Month 7					
Month 8					
Month 9					
Month 10					
Month 11					
Month 12					
Year to Date Totals					

Exhibit I: Schedule of Reports

SCHEDULE OF REPORTS

The following reports are required, and the list does not preclude the City from requiring other reports from the Contractor, reports may be added or delete from the list and the frequency modified throughout the term of the Contract:

Report Name	Frequency of Submittal to City
Employee Accident Reports	Within 24-hours of occurrence
ACCD Equipment Damage Report	Within 24-hours of occurrence
Accounting of services provided to ACCD	Per occurrence
Customer Complaint Summary	Weekly
Customer Survey Results	Monthly
Sales Reports	Monthly
Commission Reports (monthly & year-to-date)	Monthly
Equipment Maintenance Reports	Monthly
Rate Review	Annually, by June 1st
Information Related to Audits	Annually, as requested by Auditor
Equipment Inventory Reports	Semi and Annually, of the Contract Year
Preventative Maintenance Schedule	Within 30 days of contract execution
Staffing Schedule	14 days prior to an event's move-in date
Event Plan	30 days prior to an event's move-in date
Event Specific Adjustment Form	No later than August 1 st of the Calendar Year
Marketing Plan	Within 30 days of contract execution, annually of the Contract Year thereafter



**ADDENDUM
CITY OF AUSTIN, TEXAS
REQUEST FOR PROPOSALS
AUDIO VISUAL SERVICES AND RIGGING SERVICES**

Solicitation: JRH0107REBID**Addendum No: 1****Date of Addendum: March 27, 2017**

This addendum is to incorporate the following changes to the above referenced solicitation:

1. Questions and Answers.

(Q1) In the Solicitation's Scope of Work, Item 5.4, the number of parking spaces available to the Contractor for events is unclear. How many spaces are available to the Contractor during events?

(A1) *The City will offer the Contractor a maximum of five (5) parking passes for use during events. Additionally, Item 5.4 is replaced in its entirety with:*

5.4 ***Parking.** Subject to availability of space, ACCD will provide up to five (5) parking access cards for Contractor's key staff for exclusive use during events. Use of parking access cards for personal purposes or when not conducting Contract-related business is not permitted. The Contractor shall reimburse ACCD for all lost parking access cards per ACCD policy and shall pay for all unauthorized use of parking cards at prevailing parking rate.*

(Q2) In the Solicitation's Scope of Work, Item 7.5, a deadline of August 1st is outlined for the Contractor to submit event-specific adjustment requests. The section also describes a circumstance where the Director may decline late requests for an event-specific adjustment. Please clarify whether all events must be submitted for approval prior to August 1st.

(A2) *The list of events is to be submitted by August 1st. If submitted after August 1st, ACCD may unilaterally reject the list without any review, consideration, or discussion with the Contractor. The decision to accept event specific adjustment requests is not guaranteed and will be based solely on the Director's discretion.*

(Q3) What is the tentative timeline for the award of this Solicitation?

(A3) *After the Solicitation due date, the City anticipates evaluating offers and making an award recommendation by the end of April. The earliest possible approval for the Contract award would be a June 2018 City Council date. City Council approval is required before the City is able to move forward with a Contract award and execution.*

2. Changes.

2.1 Section 0500, Scope of Work, Item 5.4 is replaced in its entirety with:

5.4 ***Parking.** Subject to availability of space, ACCD will provide up to five (5) parking access cards for Contractor's key staff for exclusive use during events. Use of parking access cards for personal purposes or when not conducting Contract-related business is not permitted. The Contractor shall reimburse ACCD for all lost parking access cards per ACCD policy and shall pay for all unauthorized use of parking cards at prevailing parking rate.*

This change has been made and a revised Section 0500, Scope of work is now included in the Solicitation package.

Page 1 of 2

3. **Additional Information.** The sign-in sheet for the pre-proposal conference is attached.
4. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

APPROVED BY:



Marian Moore, Procurement Specialist III
Purchasing Office, 512-974-2062

3/27/18

Date

ACKNOWLEDGED BY:

Joab Vera

Name



Authorized Signature

04-01-2018

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.



**ADDENDUM
CITY OF AUSTIN, TEXAS
REQUEST FOR PROPOSALS
AUDIO VISUAL SERVICES AND RIGGING SERVICES**

Solicitation: RFP 8200 JRH0107REBID Addendum No: 2 Date of Addendum: April 10, 2018

This addendum is to incorporate the following changes to the above referenced solicitation:

1. **Changes to the Solicitation due dates as follows:**

1.1 PROPOSAL DUE PRIOR TO time and date is changed to **April 12, 2018 at 2:00 PM (CST)**

1.2 PROPOSAL OPENING TIME AND DATE is changed to **April 12, 2018 at 3:00 PM (CST)**

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

APPROVED BY:

A handwritten signature in black ink, appearing to read "Marian Moore".

Marian Moore, Procurement Specialist III
Purchasing Office, 512-974-2062

4/10/18
Date

ACKNOWLEDGED BY:

Joab Vera
Name General Manager

A handwritten signature in black ink, appearing to read "Joab Vera".
Authorized Signature

4/12/2018
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 3 MBEs and 1 WBE available for this project.

Subcontracting Opportunities Identified

There are no subcontracting opportunities available for this project.

Sonya Powell

SMBR Staff

Sonya Powell

Signature/ Date

1/24/18

SMBR Director or Designee

[Signature]

Date

1/26/18

Returned to/ Date: